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सं० 45] नई दिल्ली, अक्टूबर 31—नवम्बर 6, 2004, शनिवार/कार्तिक 9—कार्तिक 15, 1926
No. 45 [NEW DELHI, OCTOBER 31—NOVEMBER 6, 2004, SATURDAY/KARTIKA 9—KARTIKA 15, 1926

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय
(पुनर्वास प्रभाग)

नई दिल्ली, 21 अक्टूबर, 2004

का.आ. 2766.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 3 की उप-धारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा गृह मंत्रालय, स्वतंत्रता सेनानी एवं पुनर्वास प्रभाग में संयुक्त सचिव, श्री दिनेश सिंह को उक्त अधिनियम के द्वारा अथवा उसके अधीन मुख्य बंदोबस्त आयुक्त को सौंपे गए कार्यों का निष्पादन करने के उद्देश्य से मुख्य बंदोबस्त आयुक्त के रूप में नियुक्त करती है।

2. इसके द्वारा दिनांक 28 अक्टूबर, 2003 की अधिसूचना संख्या 1(1)/2003-आर एंड एस.ओ. का अधिक्रमण किया जाता है।

[सं. 1(1)/2002-आर.एंड एस.ओ.]

प्रवीर पाण्डेय, उप सचिव

MINISTRY OF HOME AFFAIRS
(FFR Division)

New Delhi, the 21st October, 2004

S.O. 2766.—In exercise of the powers conferred by Sub-section (i) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of

1954), the Central Government hereby appoints Shri Dinesh Singh, Joint Secretary, Ministry of Home Affairs, Freedom Fighters and Rehabilitation Division as Chief Settlement Commissioner for the purpose of performing the functions assigned to such Chief Settlement Commissioner by or under the said Act.

2. This supersedes Notification No. 1(1)/2003-R & SO dated the 28th October, 2003.

[No. 1(1)/2002-R & SO]

PRAVIR PANDEY, Dy. Secy.

नई दिल्ली, 21 अक्टूबर, 2004

का.आ. 2767.—निष्क्रांत संपत्ति प्रबंध अधिनियम, 1950 (1950 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा गृह मंत्रालय, स्वतंत्रता सेनानी एवं पुनर्वास प्रभाग में संयुक्त सचिव, श्री दिनेश सिंह को उक्त अधिनियम के द्वारा अथवा उसके अधीन महाभिरक्षक को सौंपे गए कार्यों का निष्पादन करने के उद्देश्य से निष्क्रांत संपत्ति के महाभिरक्षक के रूप में नियुक्त करती है।

2. इसके द्वारा दिनांक 28 अक्टूबर, 2003 की अधिसूचना संख्या 1(1)/2003-आर एंड एस.ओ. का अधिक्रमण किया जाता है।

[सं. 1(1)/2002-आर.एंड एस.ओ.]

प्रवीर पाण्डेय, उप सचिव

New Delhi, the 21st October, 2004

S.O. 2767.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints **Shri Dinesh Singh, Joint Secretary, Ministry of Home Affairs, Freedom Fighters and Rehabilitation Division** as Custodian General of Evacuee Property for the purpose of performing the functions assigned to such Custodian General by or under the said Act.

2. This supersedes Notification No. 1(1)/2003-R&SO dated the 28th October, 2003.

[No. 1(1)/2002-R & SO]

PRAVIR PANDEY, Dy. Secy.

नई दिल्ली, 25 अक्टूबर, 2004

का.आ. 2768.—विस्थापित व्यक्ति (प्रतिकर एवं पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 34 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, दिनेश सिंह, मुख्य बन्दोबस्त आयुक्त, एतद्वारा गृह मंत्रालय, स्वतंत्रता सेनानी एवं पुनर्वास प्रभाग के उप सचिव श्री प्रवीर पाण्डेय, जिन्हें दिनांक 9 जुलाई, 2002 की अधिसूचना संख्या 1(3)/2001-बन्दोबस्त द्वारा संयुक्त मुख्य बन्दोबस्त आयुक्त नियुक्त किया गया है, को उक्त अधिनियम की धारा 23 और 24 के तहत, इन धाराओं के अन्तर्गत आने वाली अपीलें तथा संशोधन सुनने के उद्देश्य से, शक्तियां प्रत्यायोजित करता हूँ।

[सं. 1(1)/2004-आर.एंड.एस.ओ.]

दिनेश सिंह, मुख्य बन्दोबस्त आयुक्त

New Delhi, the 25th October, 2004

S.O. 2768.—In exercise of the powers conferred by Sub-section (2) of Section 34 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), I, **Dinesh Singh, Chief Settlement Commissioner**, hereby delegate to **Shri Pravir Pandey, Deputy Secretary in the Ministry of Home Affairs, Freedom Fighters & Rehabilitation Division**, who has been appointed as Joint Chief Settlement Commissioner vide Notification No. 1(3)/2001-Settlement dated the 9th July, 2002, the powers under Sections 23 & 24 of the said Act for the purpose of hearing appeals and revisions under these Sections.

[No. 1(1)/2004-R & SO]

DINESH SINGH, Chief Settlement Commissioner

कार्मिक, लोक शिकान्यत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 27 अक्टूबर, 2004

का.आ. 2769.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी 150 पीसीआर दिनांक 14-09-2004 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से मैसर्स ब्रह्मपुत्र शुगर मैनुफैक्चरिंग कंपनी लिमिटेड, बल्ला बमुनगांव, असम और असम कॉर्पोरेटिव अपेक्स बैंक लिमिटेड के अज्ञात पदाधिकारियों एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्तियों के विरुद्ध भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 120-बी सपठित धारा 409 और 420 तथा भ्रष्टाचार निवारण

अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13(2) सपठित धारा 13(1) (सी) और (डी) के अधीन दंडनीय अपराधों और उक्त अपराधों से संबंधित अथवा संसक्त उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों के संबंध में मामला आरसी-1 (ए)/2002-शिलांग के आंशिक अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार संपूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/78/2004-ए.बी.डी.-II]

बी. राज गोपाल नायडू, निदेशक

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 27th October, 2004

S.O. 2769.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Karnataka, vide Notification No. HD 150 PCR 2004 dated 14-09-2004 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka to conduct part-investigation of RC. 1 (A)/2002-Shilong, for the offences punishable under Section 120-B read with 409 and 420 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and under Section 13(2) read with 13(1) (c) and (d) of the Prevention of Corruption Act, 1988 (Act No. 49 of 1988) against M/s. Brahmaputra Sugar Manufacturing Company Limited, Barua Bamungaon, Assam and the unknown officials of the Assam Co-operative Apex Bank Limited, for their fraudulent acts, and any other public servants or persons in relation to, or in connection with the said offences, and any other offences committed in the course of the same transaction, or arising out of the same facts.

[No. 228/78/2004-AVD.II]

B. RAJAGOPAL NAIDU, Director

नई दिल्ली, 27 अक्टूबर, 2004

का.आ. 2770.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी 158 पीसीआर दिनांक 14-09-2004 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से (1) श्री मरिजोगय्या, तत्कालीन गोदाम सिरकर, सेंट्रल टेलीकॉम स्टोर्स डिपो, बंगलौर (2) श्री एस. सत्यानारायण, तत्कालीन खाता लिपिक, सेंट्रल टेलीकॉम स्टोर्स डिपो, बंगलौर तथा अज्ञात अन्य एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्तियों के विरुद्ध सेंट्रल टेलीकॉम स्टोर्स डिपो, बंगलौर से 15 लाख रु. मूल्य के 1000 केबल टर्मिनेशन बॉक्स लापता हो जाने के संबंध में भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 120-बी सपठित धारा 409 और 477 तथा भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13(2) सपठित धारा 13(1) (सी) के अधीन दंडनीय अपराधों और उक्त अपराधों से संबंधित अथवा संसक्त उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य

अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार संपूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/79/2004-ए.वी.डी.-II]

बी. राजगोपाल नायडू, निदेशक

New Delhi, the 27th October, 2004

S.O. 2770.— In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Karnataka, vide Notification No. HD 158 PCR 2004 dated 14-09-2004 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under Section 120-B read with 409 and 477 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and Section 13(2) read with 13(1) (c) of the Prevention of Corruption Act, 1988 (Act No. 49 of 1988) against (1) Shri G. Marijogaiah, the then Godown Sircar, Central Telecom Stores Depot, Bangalore. (2) Shri S. Sathyanarayana, the then Ledger Clerk, Central Telecom Stores Depot, Bangalore and unknown others regarding disappearance of 1000 Nos. of Cable termination Boxes worth Rs. 15 lakhs from the Central Telecom Stores Depot, Bangalore, and any other public servants or persons in relation to, or in connection with the said offences, and any other offences committed in the course of the same transaction, or arising out of the same facts.

[No. 228/79/2004-AVD. II]

B. RAJAGOPAL NAIDU, Director

(प्रशासनिक सुधार और लोक शिकायत विभाग)

नई दिल्ली, 28 अक्टूबर, 2004

का.आ. 2771.—“अधिनियम, 2003 सिगरेटों एवं अन्य तंबाकू उत्पादों (विज्ञापन पर निषेध एवं व्यापार तथा वाणिज्य, उत्पादन, आपूर्ति एवं वितरण पर विनियंत्रण)” की धारा 25 द्वारा प्रदत्त शक्तियों के प्रयोग में केन्द्र सरकार, प्रशासनिक सुधार एवं लोक शिकायत विभाग में एतद्वारा निम्नलिखित तालिका के कॉलम 3 में विनिर्दिष्ट अधिकारी को प्राधिकृत करती है, जो कि उक्त अधिनियम की धारा 4 के तहत कार्यवाही करने के लिए सक्षम होगा :—

क्रम	कार्यालय	प्राधिकृत अधिकारी
मं.		
1.	प्रशासनिक सुधार और लोक शिकायत विभाग	निदेशक उप-सचिव (प्रशासन)
2.	यह अधिमूचना राजपत्र में प्रकाशित होने की तिथि से लागू होगी।	

[मं. आई-25011/1/2004-प्र.सु. (प्र.-I)]

आर. सानेहवाल, अवर सचिव

(Department of Administrative Reforms and Public Grievances)

New Delhi, the 28th October, 2004

S.O. 2771.— In exercise of the powers conferred by Section 25 of “The Cigarettes and Other Tobacco

Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production Supply and Distribution) Act, 2003”, the Central Government in the Department of Administrative Reforms and Public Grievances hereby authorizes the officer indicated in Col. 3 of the Table given below who shall be competent to act under Section 4 of the said Act :—

S. No.	Office	Authorised Person
1	2	3
1.	Department of Administrative Reforms and Public Grievances	Director/Deputy Secretary (Administration)

2. This notification shall come into effect from the date of its publication in the Gazette.

[No. 1.25011/1/2004-AR (Ad. I)]

R. SANEHWAL, Under Secy.

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 29 अक्टूबर, 2004

का.आ. 2772.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री जी. के. महरोत्रा, वरिष्ठ अधिवक्ता को एतद्वारा इलाहाबाद उच्च न्यायालय की लखनऊ न्यायपीठ के समक्ष, केन्द्रीय अन्वेषण ब्यूरो मामला संख्या आर.सी. 1 (एस)/1993/एस.आई.सी.-IV/नई दिल्ली (अयोध्या मामला) में कार्यवाही के संचालन के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/42/2004-ए.वी.डी.-II(i)]

बी. आर. नायडू, निदेशक

(Department of Personnel and Training)

New Delhi, the 29th October, 2004

S.O. 2772.— In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri G.K. Mehrotra, Senior Advocate as Special Prosecutor for conducting proceedings in CBI Case No. RC. 1(S)/1993/SIC-IV/New Delhi (Ayodhya case) before the Allahabad High Court, Lucknow Bench.

[No. 225/42/2004-AVD.-II (i)]

B.R. NAIDU, Director

नई दिल्ली, 29 अक्टूबर, 2004

का.आ. 2773.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा श्री पी. के. चौबे, अधिवक्ता को विशेष मजिस्ट्रेट, राय बरेली, लखनऊ में विशेष मजिस्ट्रेट (अयोध्या प्रकरण) और विशेष न्यायाधीश (अयोध्या प्रकरण) के समक्ष केन्द्रीय अन्वेषण/ब्यूरो मामला संख्या आर.सी. 8(एस)/1992/एस.आई.यू.-V/एस.आई.सी.-II/नई दिल्ली और आर.सी.1(एस.)/1993 से 48(एस)/1993/एस.आई.सी.-IV/नई दिल्ली (अयोध्या मामले) में अभियोजन चलाने के लिए और इन मामलों/प्रकरणों के संबंध में

इलाहाबाद उच्च न्यायालय की लखनऊ न्यायपीठ और सक्षम अभियोजन के किसी अन्य न्यायालय में अपीलों, पुनरीक्षणों और अन्य संबंधित अथवा आनुषंगिक मामलों के संचालन के लिए विशेष लोक अभियोजक नियुक्त करती है।

[सं. 225/42/2004-ए.बी.डी.-II(ii)]

बी. आर. नायडू, निदेशक

New Delhi, the 29th October, 2004

S.O. 2773.— In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974) the Central Government hereby appoints Shri P.K. Choubhe, Advocate as Special Public Prosecutor for conducting prosecution in CBI Case No. RC. 8(S)/1992/SIU-V/SIC-II/New Delhi and RC. 1(S)/1993 to 48(S)/1993/SIC-IV/New Delhi (Ayodhya cases) before the Special Magistrate, Rae Bareilly, Special Magistrate (Ayodhya Prakaran) and Special judge (Ayodhya Prakaran) both at Lucknow and appeals, revision and any other matter connected therewith or incidental thereto in the High Court of Allahabad, Lucknow Bench and any other court of competent prosecution.

[No. 225/42/2004-AVD.-II(ii)]

B. R. NAIDU, Director

सीमा एवं केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय

बेलगाम, 21 सितम्बर, 2004

संख्या 1/2004-सीमा-शुल्क

(अंतर्देशीय कंटेनर डिपो कोड की सम्मिलित पुनः जारी)

का.आ. 2774.—सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 8 की उप-धारा (क) तथा धारा 8 (ख) में प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, डॉ. पी. बाबू, आयुक्त, सीमा एवं केन्द्रीय उत्पाद शुल्क, बेलगाम एतद्वारा अंतर्देशीय कंटेनर डिपो, देसूर, बेलगाम के तहत कंटेनरों के भंडारण तथा बंदरगाह के निर्गम से प्राप्त कंटेनरों और उनमें समाविष्ट मल की प्राप्ति के बाद बंदरगाह से डिपो तक सड़क या रेल मार्ग से आयातित वस्तुओं को डिपो में खाली करने या उतारने और निर्यातित वस्तुओं को डिपो में भरने तथा रेल या सड़क मार्ग से बंदरगाह के प्रवेश तक ले जाने के लिए निम्नलिखित समूचे क्षेत्र को "सीमा शुल्क क्षेत्र" घोषित करता हूँ।

अंतर्देशीय कंटेनर डिपो, देसूर, बेलगाम

1. भौगोलिक स्थिति : अंतर्देशीय कंटेनर डिपो, देसूर रेलवे स्टेशन, देसूर, बेलगाम-590014
2. कुल क्षेत्र : 250 मी. x 40 मी. = 10,000 वर्ग मीटर (भंडारण के 500 वर्ग मीटर सहित)
3. सीमा क्षेत्र (चौहद्दी) : उत्तर — ऑयल कंपनी, हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड को सम्बद्ध रेल लाइन

पूर्व — रेल मार्ग

पश्चिम — हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड की सीमावर्ती दिवाल

दक्षिण — कंटेनर कार्पोरेशन ऑफ इंडिया लिमिटेड (काँकर) अंतर्देशीय यार्ड और रेलवे की खाली जमीन

4. सीमा शुल्क स्थिति : आईएनडीआरयू 6 कोड

[फा. सी. सं. VIII/48/10/2004-सीमा शुल्क (तकनीकी)]

डॉ. पी. बाबू, आयुक्त

OFFICE OF THE COMMISSIONER OF CUSTOMS AND CENTRAL EXCISE

Belgaum, the 21st September, 2004

No. 1/2004 Customs

(Reissued Incorporating ICD Location Code)

S.O. 2774.— In exercise of the powers conferred by sub-section (a) of Section 8 of Customs Act, 1962 (52 of 1962) and under section 8(b) of the Customs Act, 1962, I, Dr. P. Babu, Commissioner of Customs and Central Excise, Belgaum hereby declare the following entire area as "Customs Area" in respect of Inland Container Depot, Desur, Belgaum for storage of Containers and Goods contained therein imported/received through the gateway ports and for stuffing of export Cargo and destuffing of Import Cargo by Rail/Road between gateway ports to ICD, Desur and vice-versa as under :

INLAND CONTAINER DEPOT : DESUR, BELGAUM

1. Geographical location : Inland container Depot Desur Railway Station, Desur, Belgaum-590014.
2. Total area : 250 M x 40 M = Total area 10,000 Sq. Meters including warehouse of 500 Sq. meters.
3. Boundaries : North — Railway siding of Oil CO., (HPCL)
East — Railway track
West — HPCL Oil Co., Boundary Wall
South — Concor Domestic yard and vacant Railway land.
4. Customs location : INDRU 6 Code

[F. C. No. VIII/48/10/2004 Cus. (Tech.)]
DR. P. BABU, Commissioner

**वित्त मंत्रालय
(राजस्व विभाग)**

कार्यालय : आयुक्त, केन्द्रीय उत्पाद शुल्क, जयपुर-द्वितीय
जयपुर, 26 अक्टूबर, 2004

सीमा-शुल्क

का.आ. 2775.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या 33/94-सीमा शुल्क (एन.टी.) दिनांक 1 जुलाई, 1994 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं, जे. चतुर्वेदी, आयुक्त केन्द्रीय उत्पाद शुल्क, जयपुर-II एतद्वारा राजस्थान राज्य के भीलवाड़ा जिला एवं तहसील, ग्राम सुवाना में अराजी संख्या 2340 को सीमा शुल्क अधिनियम, 1962 की धारा 9 (1962 की 52) के अंतर्गत शत प्रतिशत ई.ओ.यू. स्थापित करने के उद्देश्य से भण्डागार स्टेशन (वेयर हाउसिंग स्टेशन) घोषित करता हूँ।

[सं. 3/सीमा शुल्क (एन.टी.) जे.पी.-II/2004]

जे. चतुर्वेदी, आयुक्त

**MINISTRY OF FINANCE
(Department of Revenue)
OFFICE OF THE COMMISSIONER
CENTRAL EXCISE, JAIPUR-II**

Jaipur, the 26th October, 2004

CUSTOMS

S.O. 2775.—In exercise of the powers conferred by Notification No. 33/94-Customs (NT) dated 1st July, 1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I, J. Chaturvedi, Commissioner, Central Excise, Jaipur-II hereby declare place at Araj No. 2340, Kotdi Road, Village Suwana, Tehsil Bhiwarwa, Distt. Bhiwarwa in the State of Rajasthan to be a Warehousing Station under Section 9 of the Customs Act, 1962 (52 of 1962) for the limited purpose of setting up of 100% export oriented undertakings.

[No. 3/CUS. (NT) JP-II/2004]

J. CHATURVEDI, Commissioner

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 12 अक्टूबर, 2004

(आयकर)

का.आ. 2776.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (22ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा कर-निर्धारण वर्ष 2003-2004 से 2005-2006 तक के लिए उपर्युक्त खंड के प्रयोजनार्थ केवल समाचारों के संग्रहण तथा वितरण के लिए भारत में स्थापित समाचार एजेंसी के रूप में "यूनाइटेड न्यूज आफ इंडिया, नई दिल्ली" को विनिर्दिष्ट करती हैं।

2. कर-निर्धारिती आयकर अधिनियम, 1961 के उपबंधों के अनुसार आयकर प्राधिकारी के समक्ष अपनी आय की विवरणी नियमित रूप से दाखिल करेगा।

[अधिसूचना सं. 256/2004/फा. सं. 165/01/2003-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

(Central Board of Direct Taxes)

New Delhi, the 12th October, 2004

(INCOME-TAX)

S.O. 2776.—In exercise of powers conferred by the clause (22B) of Section 10 of the Income-tax Act, 1961 (43

of 1961), the Central Government hereby specifies the "United News of India, New Delhi" as a news agency set up in India solely for collection and distribution of news for the purposes of the said clause for the assessment years 2003-2004 to 2005-2006.

2. The assessee will regularly file its return of income before the Income-tax Authority in accordance with the provisions of the Income-tax Act, 1961.

[Notification No. 256/2004/F. No. 165/01/2003-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 18 अक्टूबर, 2004

(आयकर)

का.आ. 2777.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) उपखंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा "मार थोमा सीरियन चर्च आफ मालाबार, तिरुवला, केरल" को वर्ष 2004-2005 से 2006-2007 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अनुमोदित करती है, अर्थात् :—

- (i) कर-निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर-निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ङग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि किसी अन्य वस्तु आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) वह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलक्ष्य हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएँ नहीं रखी जाती हों;
- (iv) कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष फाइल करेगा;
- (v) बियटन की स्थिति में इसकी अतिरिक्त राशियाँ और परिसम्पत्तियाँ समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी।

[अधिसूचना सं. 263/2004/फा. सं. 197/117/2004-आई.टी.ए.-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 18th October, 2004

(INCOME-TAX)

S.O. 2777.—In exercise of powers conferred by the sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Mar Thoma Syrian Church of Malabar, Thiruvalla, Kerala" for the purpose of the said sub-clause

for the assessment years 2004-2005 to 2006-2007 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to a charitable organisation with similar objectives.

[Notification No. 263/2004/F. No. 197/117/2004-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 20 अक्टूबर, 2004

का.आ. 2778.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10 (23छ) के प्रयोजनार्थ केन्द्र सरकार कर-निर्धारण वर्ष 2005-2006 से कर निर्धारण वर्ष 2016-2017 तक (24-10-2015) अर्थात् आन्ध्र प्रदेश राज्य विद्युत बोर्ड के साथ निम्न दिनांक 31-03-1997 के करार में यथा उल्लिखित 15 वर्षों की अवधि की समाप्ति अथवा उपर्युक्त करार के उल्लंघन की दशा में उससे पहले नीचे पैरा (3) में उल्लिखित उद्यम/उपक्रम का नवीकरण करती है :—

2. यह अनुमोदन इस शर्त के अधीन है कि :

- (i) उद्यम/उपक्रम आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10 (23छ) के उपबंधों के अनुरूप होगा और उनका अनुपालन करेगा;
- (ii) केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि उद्यम/उपक्रम :—
 - (क) आयकर नियमावली, 1962 के नियम 2ड की व्याख्या (ख) में यथा परिभाषित पात्र कारोबार सुविधा को जारी रखना बंद कर देता है; अथवा
 - (ख) खाता बहियों का रख-रखाव नहीं करता है तथा आयकर नियमावली, 1962 के नियम 2ड के उप-नियम (6) द्वारा यथा अपेक्षित किसी लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा नहीं कराता है; अथवा
 - (ग) आयकर नियमावली, 1962 के नियम 2ड के उप नियम (6) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करता है।

3. अनुमोदित उद्यम/उपक्रम है :—

मैसर्स लैनको कोंडापाल्ली पावर प्राइवेट लिमिटेड (पूर्व नामित मैसर्स लैनको कोंडापाल्ली पावर लिमिटेड) "लैनको हाउस", 141, एवेन्यू, बंजारा हिल्स, हैदराबाद-500034 को कोंडापाल्ली, आई डी ए, कृष्णा जिला (आन्ध्र प्रदेश) पर उनकी 335 मेगावाट लिक्विड फ्यूल आधारित पावर जेनरेशन पर उनकी परियोजना के लिए (फा. सं. 205/94/99-आ.क.नि.-II) (खंड-II)

[अधिसूचना सं. 266/2004/फा.सं. 205/94/99-आ.क.नि.-II (खंड-II)]

निधि सिंह, अवर सचिव

New Delhi, the 20th October, 2004

S.O. 2778.—It is notified for general information that the approval to enterprise/undertaking, listed at para (3) below has been renewed by the Central Government for the purpose of Section 10 (23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962 with effect from the assessment Year 2005-2006 to assessment year 2016-2017 (upto 24-10-2015) i.e. End of period of 15 years as specified in the agreement dated 31-03-1997 entered into with the Andhra Pradesh State Electricity Board or earlier in the event of violation of the terms of the agreement aforesaid.

2. The approval is subject to the conditions that—

- (i) the enterprise/undertaking will conform to and comply with the provisions of Section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;
- (ii) the Central Government shall withdraw this approval if the enterprise/undertaking :—
 - (a) ceases to carry on the eligible business as defined in Explanation (b) to Rule 2E of I. T. Rules, 1962; or
 - (b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (6) of rule 2E of the Income-tax Rules, 1962; or
 - (c) fails to furnish the audit report as required by sub-rule (6) of the 2E of the Income-tax Rules, 1962.

3. The enterprise/undertaking approved is—

M/s. Lanco Kondapalli Power Private Limited (formerly M/s Lanco Kondapalli Power Limited), "Lanco House" 141, Avenue-8, Banjara Hills, Hyderabad-500034 for their 335 MW Liquid Fuel based Power Generation Project at Kondapalli, IDA, Krishna Distt. (AP). (F. No. 205/94/99/ITA-II) (Vol.-II)

[Notification No. 266/2004/F. No. 205/94/99/ITA-II (Vol.-II)]

NIDHI SINGH, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 24 सितम्बर, 2004

का.आ. 2779.—भारतीय स्टेट बैंक (अनुगोणी बैंक) अधिनियम, 1959 की धारा 25 की उपधारा (1) के खण्ड (ड) द्वारा प्रदत्त शक्तियों

का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, वित्त मंत्रालय, आर्थिक कार्य विभाग, नई दिल्ली में निदेशक सुश्री पी. बोलिना को तत्काल प्रभाव से और अगले आदेशों तक, स्टेट बैंक आफ बीकानेर एंड जयपुर के निदेशक मण्डल में श्री एस. डी. एस. मिन्हास के स्थान पर निदेशक के रूप में नामित करती है।

[फा. सं. 9/8/2000-बी.ओ.-I (iii)]

रमेश चन्द, अवर सचिव

(Department of Economic Affairs)

(BANKING DIVISION)

New Delhi, the 24th September, 2004

S.O. 2779.—In exercise of the powers conferred by clause (e) of sub-section (1) of Section 25 of the State Bank of India (Subsidiary Banks) Act, 1959, the Central Government, hereby nominates Ms. P. Bolina, Director, Ministry of Finance, Department of Economic Affairs, New Delhi as a director on the Board of Directors of State Bank of Bikaner and Jaipur with immediate effect and until further orders *vice* Shri S. D. S. Minhas.

[F. No. 9/8/2000-B.O.-I (iii)]

RAMESH CHAND, Under Secy.

रसायन और उर्वरक मंत्रालय

(रसायन और पेट्रो रसायन विभाग)

आदेश

नई दिल्ली, 27 अक्टूबर, 2004

का. आ. 2780.—सार्वजनिक परिसर (अनधिकृत निवासियों को खाली कराना) अधिनियम, 1971 (1971 का 40) की धारा 3 के तहत प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा नीचे दी गई तालिका के कॉलम 1 में उल्लिखित अधिकारियों को भारत सरकार के राजपत्रित अधिकारी की श्रेणी के समकक्ष अधिकारियों के रूप में उक्त अधिनियम के प्रयोजन के लिए संपदा अधिकारी नियुक्त करती है जो उक्त तालिका के कॉलम 2 में तदनुरूपी प्रविष्टियों में विनिर्दिष्ट सार्वजनिक परिसर के संबंध में अपने संबंधित क्षेत्राधिकार की स्थानीय सीमाओं के भीतर संपदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेंगे और उनको सौंपे गए दायित्वों का निर्वहन करेंगे

तालिका

अधिकारी का नाम	सार्वजनिक परिसर की श्रेणियां और क्षेत्राधिकार की स्थानीय सीमा
1	2
1. हिंदुस्तान आर्गेनिक केमिकल्स लि., रसायनी इकाई में मुख्य प्रबंधक (कार्मिक)	रसायनी और मुंबई में कंपनी के सभी परिसर
2. हिंदुस्तान आर्गेनिक केमिकल्स लि., कोच्ची इकाई में महाप्रबंधक (पी एण्ड ए)	कोच्ची में कंपनी के सभी परिसर

[फा. सं. 51/1/2003-रसा.-III]

गोपाल कृष्ण, उप सचिव

MINISTRY OF CHEMICALS AND FERTILIZERS

(Department of Chemicals & Petrochemicals)

ORDER

New Delhi, the 27th October, 2004

S.O. 2780.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officers mentioned in column (1) of the Table below, being officers equivalent to the rank of gazetted officer of Government to be Estate Officer for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on the Estate Officers by or under the said Act within the local limits of their respective jurisdiction in respect of the public premises specified in the corresponding entries in column (2) of the said Table

TABLE

Designation of Officer	Categories of Public premises and local limits of jurisdiction
1	2
1. Chief Manager (Personnel) in Hindustan Organic Chemicals Ltd, Rasayani Unit.	All premises of the Company at Rasayani and Mumbai.
2. General Manager (P & A) in Hindustan Organic Chemicals Ltd, Kochi Unit.	All premises of the Company at Kochi.

[F. No. 51/1/2003-CH.-III]

GOPAL KRISHAN, Dy. Secy.

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 8 सितम्बर, 2004

नीति परिपत्र सं. आरबीईएल-2/2004

का. आ. 2781.—[भारत सरकार (रेल मंत्रालय) के 17-12-03 के पत्र सं. 2003/इलैक्ट (जी)/110/1 के अनुसार जारी और भारत के असाधारण राजपत्र में 17-12-03 को मद सं. 1124 के रूप में प्रकाशित अधिसूचना की संशोधन संख्या 4]

बिजली अधिनियम, 2003 की धारा 162 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सरकार कोकण रेल कार्पोरेशन लिमिटेड की स्काई बस योजना की कार्यालय वैधता के लिए परियोजना के केवल विकास एवं परीक्षण स्तर तक संबंधित मामलों के लिए एतद्वारा मुख्य बिजली इंजीनियरों, कोकण रेलवे कार्पोरेशन लिमिटेड को सरकार के बिजली निरीक्षक के रूप में नियुक्त करती है बशर्ते कि मुख्य बिजली इंजीनियर/कोकण रेलवे कार्पोरेशन लिमिटेड, भा. रे. वि. इं. सेवा, काडर का वरिष्ठ प्रशासनिक ग्रेड अधिकारी हो और उसकी 20 वर्षों से अधिक की सेवा हो। बहरहाल, जनता के वहन के लिए स्काई बस योजना को चालू करते समय उपयुक्त सरकार के बिजली निरीक्षक अर्थात् मुख्य बिजली इंजीनियर/मध्य रेलवे का अनुमोदन प्राप्त किया जाए।

[सं. 2003/इलैक्ट (जी)/110/1]

ले. कर्नल वी. के. रहेजा, कार्यपालक निदेशक बिजली इंजी (सा.)

MINISTRY OF RAILWAYS

(RAILWAY BOARD)

New Delhi, the 8th September, 2004

Policy Circular No. RBEL-2/2004

S.O. 2781.—[Amendment No. 4 to Notification of the Govt. of India (Ministry of Railways) issued vide letter No. 2003/Elect(G)/110/1 dt. 17-12-03 & published as Item No. 1124 on 17-12-03 in the Extraordinary Gazette of India.]

In exercise of the powers conferred by Section 162 of the Electricity Act, 2003, the appropriate Government hereby appoints Chief Electrical Engineer, Konkan Railway Corporation Limited (KRCL) as Electrical Inspector to Government (EIG) for functional validation of sky bus scheme of KRCL and for the matters related to this project at development and testing stage only subject to the condition that Chief Electrical Engineer/KRCL should be Sr. Administrative Grade Officer of IRSEE cadre having service of more than 20 years. However, at the time of opening of sky bus project for carriage of public, approval of appropriate EIG i.e. Chief Electrical Engineer/Central Railway should be obtained.

[No. 2003/Elect.(G)/110/1]

Lt. Col. V. K. RAHEJA, Executive Director Electrical Engg. (G)

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

(पी. एम. एस. अनुभाग)

नई दिल्ली, 26 अक्टूबर, 2004

का. आ. 2782.—केन्द्रीय सरकार, दन्त चिकित्सा अधिनियम, 1948 (1948 का 16) के खण्ड 10 के उपखण्ड (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दन्त परिषद् के साथ परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग-1 में एतद्द्वारा निम्नलिखित संशोधन करती है, अर्थात् :—

गोवा विश्वविद्यालय, गोवा से संबंधित दन्त चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 32 के सामने कालम 3 की मौजूदा प्रविष्टियों के अन्तर्गत निम्नलिखित प्रविष्टियाँ जोड़ी जाएंगी, अर्थात् :—

गोवा डेन्टल एवं अस्पताल, बाम्बोलिम, गोवा के छात्रों के संबंध में पेरियोडोंटिक्स की विशेषज्ञता में एम. डी. एस. की उपाधि (डिग्री) एक मान्यता प्राप्त दन्त अर्हता होगी, यदि यह 6-5-2004 को अथवा उसके बाद प्रदान की गई हो।

[फा. सं. वी. 12017/44/99-पी.एम.एस.]

ए. के. सिंह, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

(P. M. S. SECTION)

New Delhi, the 26th October, 2004

S.O. 2782.—In exercise of the powers conferred by Sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby Makes the following

amendments in Part-I of the Schedule to the said Act, namely :—

Under the existing entries of column 3 against Serial No. 32., in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to Goa University, Goa, the following entries shall be added, namely :—

The MDS Degree in the Speciality of Periodontics in respect of the students of Goa Dental College & Hospital, Bambolim, Goa shall be a recognised dental qualification, if granted on or after 6-5-2004.

[F. No. V. 12017/44/99-PMS]

A. K. SINGH, Under Secy.

पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय

(पोत परिवहन विभाग)

नई दिल्ली, 6 अक्टूबर, 2004

का. आ. 2783.—केन्द्रीय सरकार, राष्ट्रीय नौवहन बोर्ड नियमावली, 1960 के नियम 3 तथा 4 के साथ पठित वाणिज्यिक पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्द्वारा भारत सरकार, इस मंत्रालय की दिनांक 10 सितम्बर, 2003 की अधिसूचना सं. एस. एस-18011/1/03-एस एल में निम्नलिखित संशोधन करती है।

दिनांक 10 सितम्बर, 2003 की उक्त अधिसूचना में जो कि राष्ट्रीय नौवहन बोर्ड का सदस्य नामजदगी हेतु हैं क्रम सं. 11 में विद्यमान प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि को प्रतिस्थापित किया जाएगा, नामतः—

"11 वाइस एडमिरल सुरेश मेहता,

ए. वी. एस. एम,

डिप्टी चीफ आफ नेवल स्टाफ,

भारतीय नौसेना,

नई दिल्ली।"

[फा. सं. एसएस-18011/1/2003-एस एल-भाग II]

वी. पी. राणा, अवर सचिव

MINISTRY OF SHIPPING, ROAD TRANSPORT AND HIGHWAYS

(Department of Shipping)

New Delhi, the 6th October, 2004

S.O. 2783.—In exercise of the powers conferred by Section 4 of the Merchant Shipping Act, 1958 (44 of 1958), read with Rule 3 and 4 of the National Shipping Board Rules, 1960, the Central Government hereby makes the following amendments in this Ministry's Notification No. SS-18011/1/2003-SL dated 10th September, 2003.

In the said notification dated 10th September, 2003 regarding nomination as a member to the National Shipping Board for the existing entry at Sl. No. 11, the following entry shall be substituted, namely :—

"11. Vice Admiral, Suresh Mehta, AVSM,
Deputy Chief of Naval Staff,
Indian Navy,
New Delhi."

[F. No. SS-18011/1/2003-SL-Vol. II]

V. P. RANA, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 26 अक्टूबर, 2004

का.आ. 2784.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1738, तारीख 23 जुलाई, 2004 द्वारा, तमिलनाडु राज्य में चेन्नई से तिरुचिरापल्ली होकर मदुराई तक और आसनूर से शंकरा तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी।

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 23.08.2004 को उपलब्ध करा दी गई थी।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केंद्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केंद्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए।

अतः अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है।

और केंद्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तारीख से केंद्रीय सरकार में निहित होने की बजाय सभी बिलिंगों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

अनुसूची					
तालूका : विधाचलम		जिला : कडलूर		राज्य : तमिलनाडु	
गाँव का नाम	सर्वे नंबर	हिस्सा नंबर	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
नं. 9 अडियूर	6	1	0	03	83
	102	1ब	0	21	20
	103	1अ2	0	05	89
	103	1अ1	0	03	68
	103	2ब	0	01	50
	103	2अ	0	08	32
	103	2क	0	00	40

1	2	3	4	5	6
	104	2ब	0	15	20
	104	23अ	0	00	40
	104	1क	0	15	40
	104	1ब	0	05	73
	107	1ब4	0	05	74
	107	1ब3	0	07	36
	107	1ब1	0	12	30
	106	2	0	00	40
	107	1ब2	0	00	40
	107	13अ2	0	05	17
	107	13अ1	0	06	14
	110	3	0	06	95
	110	2	0	09	94
	112	4	0	13	39
	113	5ब2	0	08	78
	113	53अ	0	02	67
	116	12	0	07	84
	116	17	0	05	98
	116	18	0	07	86
	116	11	0	02	69
	116	10	0	00	40
	95	1	0	02	40
	117	5	0	12	15
	117	6	0	00	40
	117	2	0	08	25
	117	8	0	02	48
	117	7	0	02	16
	118	6	0	08	35
	118	11	0	00	40
	118	10	0	10	44
	127	1	0	07	97
	127	3ड	0	00	52
	127	33अ	0	04	14
	127	2ब	0	05	34
	127	2क	0	01	50

1	2	3	4	5	6
	127	23अ	0	04	71
	122	8	0	16	10
	122	7	0	12	82
नं. 4 कोल्लनूर	219	13अ	0	02	04
	218	7	0	23	16
	218	6	0	02	41
	217	5ब	0	15	56
	217	5क	0	03	22
	217	3	0	07	93
	217	2	0	07	93
	217	4अ	0	00	45
	192	12ब	0	02	62
	192	21	0	03	43
	192	17ब	0	03	24
	192	18	0	11	78
	192	19	0	00	40
	192	16	0	05	44
	192	15	0	05	90
	192	14	0	03	76
	192	13	0	01	75
	194	7	0	05	41
	194	6	0	02	42
	194	5	0	02	25
	194	4	0	04	50
	194	2	0	03	86
	194	3क	0	00	43
	194	3ब	0	02	92
	194	1	0	01	40
	194	3अ	0	02	09
	197	5ब	0	03	64
	197	10ब	0	03	80
	197	10अ	0	02	92
	197	9अ	0	04	10
	197	9ब	0	01	48

1	2	3	4	5	6
	197	7	0	06	73
	197	8	0	00	40
	197	6एफ	0	05	17
	197	6इ	0	04	13
	197	6क	0	04	37
	197	6ड	0	03	90
	198	1अ	0	00	40
	182	5क	0	07	87
	182	5ब	0	02	98
	181	4ब	0	02	62
	181	4अ	0	02	49
	181	2ब	0	19	44
	181	2अ	0	00	85
	181	3ब	0	01	64
	181	3अ	0	03	90
	181	1अ	0	00	62
	181	1ब	0	06	60
	172	1	0	17	57
	105	6	0	08	87
	105	5	0	06	30
	105	13	0	00	40
	105	12	0	03	28
	105	4	0	04	20
	105	11ब	0	00	63
	105	3	0	02	00
	105	11अ	0	01	52
	105	2	0	00	48
	105	10	0	02	01
	105	9	0	02	31
	105	8	0	02	42
	105	7ब	0	09	18
	106	7अ	0	01	83

नं. 3 मलिगेमेडू

1	2	3	4	5	6
	106	7क	0	03	24
	106	6क	0	04	99
	106	5ब3	0	07	86
	106	5अ2	0	04	66
	101	1	0	02	50
	99	5ब	0	09	31
	99	5अ	0	06	67
	99	1ब3	0	02	97
	99	1ब2	0	04	31
	99	1अ	0	06	42
	98	2अ	0	06	70
	98	1ब	0	06	12
	98	1अ	0	12	24
	83	6ब	0	00	40
	83	6अ	0	03	44
	83	5अ	0	03	87
	83	4	0	03	60
	83	3	0	02	69
	83	2अ	0	02	32
	83	1	0	02	93
	81	9	0	01	21
	81	8	0	02	67
	81	7	0	00	40
	81	6	0	02	64
	81	5ब	0	02	28
	81	5अ	0	01	00
	81	4	0	02	40
	81	3	0	01	30
	81	2	0	11	08
	81	1	0	03	91
	80	10	0	03	88
	80	9	0	03	34

1	2	3	4	5	6
	80	8	0	03	73
	80	1ब	0	03	28
	80	13अ	0	11	47
	78	11ब	0	00	40
	78	113अ	0	01	11
	78	10	0	04	59
	77	-	0	06	90
	78	4	0	06	44
	78	1	0	02	52
	78	3	0	04	34
	75	3	0	00	66
	54	-	0	02	40
	70	193अ	0	02	85
	70	18	0	02	29
	70	17	0	01	58
	70	15	0	00	79
	70	16	0	02	09
	70	14	0	01	61
	70	24	0	01	46
	70	12ब	0	01	47
	70	123अ	0	00	40
	70	8	0	01	66
	70	7	0	00	40
	70	6	0	04	67
	70	22	0	01	63
	70	5	0	02	69
	70	43अ	0	00	40
	70	3	0	02	90
	70	2	0	00	43
नं. 5 मेलकुरिच्चि	93	12	0	09	58

1	2	3	4	5	6
	93	5ब	0	01	71
	93	5अ	0	02	40
	93	3	0	00	66
	94	8	0	20	62
	94	7	0	00	51
	94	1	0	15	81
	104	3	0	10	08
	104	1	0	15	41

तालूका : तितक्कूडि	जिला : कडलूर	राज्य : तमिलनाडु	1	2	3	4	5	6
नं. 33 एन्डाल	3	2	0	22	36			
	4	6	0	16	70			
	8	11	0	03	61			
	8	13	0	02	81			
	8	12	0	09	98			
	8	9	0	03	19			
	8	8	0	03	45			
	8	7	0	06	83			
	8	4	0	05	65			
	8	1	0	08	35			
	17	6	0	03	38			
	17	5	0	03	66			
	17	3	0	03	84			
	17	1	0	16	01			
	19	2ब	0	15	15			
	19	2अ	0	14	05			
	19	1	0	13	19			
	27	4	0	15	44			
	27	5	0	01	20			
	26	-	0	31	23			
	25	-	0	28	84			
नं. 32 कोलवाय	7	9	0	08	73			
	7	8	0	06	08			
	7	3	0	03	71			

1	2	3	4	5	6
	7	1	0	07	05
	7	2अ	0	02	02
	8	3ब	0	03	36
	8	2ब2	0	00	70
	8	2ब1	0	02	43
	8	2अ2	0	06	14
	8	2अ1	0	01	05
	8	1अ	0	09	73
	18	12अ	0	02	42
	18	12ब	0	03	46
	18	10	0	08	01
	18	9अ	0	02	43
	18	9ब	0	04	01
	19	5ड	0	02	97
	18	9क	0	00	40
	19	5क	0	02	70
	19	5ब	0	02	82
	19	5अ	0	05	81
	20	8	0	01	78
	20	7अ	0	01	31
	20	7ब	0	00	40
	20	6ब2	0	00	40
	20	6ब1	0	01	28
	20	5	0	01	49
	20	4	0	01	94
	20	3	0	01	96
	29	8	0	09	75
	29	6क	0	03	82
	29	4इ	0	08	37
	29	4ड	0	00	92
	29	3अ	0	00	40
	29	3ब	0	04	45
	29	4एफ	0	02	82
	29	9	0	02	66

1	2	3	4	5	6
	15	1	0	00	40
	104	5	0	06	25
	104	4	0	04	70
	104	3	0	31	67
	104	1	0	03	60
	116	3	0	10	62
	116	4	0	10	14
	116	2	0	17	48
	116	1ब	0	11	25
	116	13अ	0	04	52
	117	3	0	06	28
	117	2ब	0	08	99
	117	1	0	10	04
	118	3ब	0	04	10
	118	33अ	0	01	46
	118	2	0	04	63
	118	1क	0	10	14
	118	1ड	0	03	57
	118	1ब	0	04	39
नं 31 किल वोरदूर	120	8ब	0	08	77
	120	8क	0	04	89
	120	1	0	00	74
	120	7ब	0	06	67
	120	6	0	03	35
	120	5ब	0	05	41
	120	53अ	0	00	40
	120	3	0	01	26
	120	2	0	03	80
	110	4	0	09	66
	110	3	0	06	63
	110	23अ	0	06	54
	110	1ब	0	06	47
	108	2ड	0	02	98

1	2	3	4	5	6
	108	2क	0	02	95
	108	2ब	0	03	15
	111	3क	0	00	77
	108	2अ	0	04	14
	108	1ब	0	07	10
	108	1अ	0	04	10
	29	5	0	11	85
	29	4	0	09	78
	29	2	0	05	41
	29	1	0	05	79
	30	5	0	19	58
	30	2	0	02	30
	30	3क	0	11	75
	30	3ब	0	00	40
	30	3अ2	0	01	29
	30	3अ1	0	01	86
	21	6अ	0	24	04
	21	6ब	0	02	85
	21	5	0	08	84
	21	4ब	0	04	57
	21	4अ	0	04	02
	21	3ब	0	01	69
	21	3अ	0	01	34
	21	2	0	02	36
	21	1	0	02	64
	14	7ब	0	13	68
	14	7अ	0	11	32
	14	5	0	13	77
	11	5	0	07	72
	11	4	0	08	50
	11	3क	0	08	05
	11	3ब	0	03	86
	11	3अ	0	04	09
	11	2	0	08	57
	11	1ब	0	04	33
	11	1अ1	0	04	55

[फ. सं. आर-25011/16/2004-ओ.आर-1]

रेणुका कुमार, अवर सचिव

Ministry of Petroleum & Natural Gas

New Delhi, the 26th October, 2004

S. O. 2784.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1738 dated the 23rd July 2004 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum products from Chennai to Madurai via Tiruchirapalli and Sankari in the State of Tamilnadu, by the Indian Oil Corporation Limited;

And, whereas, copies of the said notification were made available to the public from 23.08.2004;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

SCHEDULE					
Taluk : VIRDHACHALAM		District : CUDDALORE		State : TAMILNADU	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
NO 9.ADIYUR	6	1	0	03	83
	102	1B	0	21	20
	103	1A2	0	05	89
	103	1A1	0	03	68
	103	2B	0	01	50
	103	2A	0	08	32
	103	2C	0	00	40

1	2	3	4	5	6
	104	2B	0	15	20
	104	2A	0	00	40
	104	1C	0	15	40
	104	1B	0	05	73
	107	1B4	0	05	74
	107	1B3	0	07	38
	107	1B1	0	12	30
	106	2	0	00	40
	107	1B2	0	00	40
	107	1A2	0	05	17
	107	1A1	0	06	14
	110	3	0	06	95
	110	2	0	09	94
	112	4	0	13	39
	113	5B2	0	08	78
	113	5A	0	02	67
	116	12	0	07	84
	116	17	0	05	98
	116	16	0	07	86
	116	11	0	02	89
	116	10	0	00	40
	95	1	0	02	40
	117	5	0	12	15
	117	6	0	00	40
	117	2	0	08	25
	117	8	0	02	48
	117	7	0	02	16
	118	6	0	08	35
	118	11	0	00	40
	118	10	0	10	44
	127	1	0	07	97
	127	3D	0	00	52
	127	3A	0	04	14
	127	2B	0	05	34

1	2	3	4	5	6
NO 4 KOTTANUR	127	2C	0	01	50
	127	2A	0	04	71
	122	8	0	16	10
	122	7	0	12	82
	219	1A	0	02	04
	218	7	0	23	16
	218	6	0	02	41
	217	5B	0	15	56
	217	5C	0	03	22
	217	3	0	07	93
	217	2	0	07	93
	217	4A	0	00	45
	192	12B	0	02	62
	192	21	0	03	43
	192	17B	0	03	24
	192	18	0	11	78
	192	19	0	00	40
	192	16	0	05	44
	192	15	0	05	90
	192	14	0	03	76
	192	13	0	01	75
	194	7	0	05	41
	194	6	0	02	42
	194	5	0	02	25
	194	4	0	04	50
	194	2	0	03	86
	194	3C	0	00	43
	194	3B	0	02	92
	194	1	0	01	40
	194	3A	0	02	09
	197	5B	0	03	64
	197	10B	0	03	80
	197	10A	0	02	92
	197	9A	0	04	10

1	2	3	4	5	6
	197	9B	0	01	48
	197	7	0	06	73
	197	8	0	00	40
	197	6F	0	05	17
	197	6E	0	04	13
	197	6C	0	04	37
	197	6D	0	03	90
	198	1A	0	00	40
	182	5C	0	07	67
	182	5B	0	02	98
	181	4B	0	02	62
	181	4A	0	02	49
	181	2B	0	19	44
	181	2A	0	00	85
	181	3B	0	01	64
	181	3A	0	03	90
	181	1A	0	00	62
	181	1B	0	06	60
	172	1	0	17	57
NO 3 MALIGAIMEDU	105	6	0	08	87
	105	5	0	06	30
	105	13	0	00	40
	105	12	0	03	28
	105	4	0	04	20
	105	11B	0	00	63
	105	3	0	02	00
	105	11A	0	01	52
	105	2	0	00	48
	105	10	0	02	01
	105	9	0	02	31
	105	8	0	02	42
	105	7B	0	09	18

1	2	3	4	5	6
	106	7A	0	01	83
	106	7C	0	03	24
	106	6C	0	04	99
	106	5B3	0	07	86
	106	5A2	0	04	66
	101	1	0	02	50
	99	5B	0	09	31
	99	5A	0	06	67
	99	1B3	0	02	97
	99	1B2	0	04	31
	99	1A	0	06	42
	98	2A	0	06	70
	98	1B	0	06	12
	98	1A	0	12	24
	83	6B	0	00	40
	83	6A	0	03	44
	83	5A	0	03	87
	83	4	0	03	60
	83	3	0	02	69
	83	2A	0	02	32
	83	1	0	02	93
	81	9	0	01	21
	81	8	0	02	67
	81	7	0	00	40
	81	6	0	02	64
	81	5B	0	02	28
	81	5A	0	01	00
	81	4	0	02	40
	81	3	0	01	30
	81	2	0	11	08
	81	1	0	03	91
	80	10	0	03	88
	80	9	0	03	34

1	2	3	4	5	6
	80	8	0	03	73
	80	1B	0	03	28
	80	1A	0	11	47
	78	11B	0	00	40
	78	11A	0	01	11
	78	10	0	04	59
	77	-	0	06	90
	78	4	0	06	44
	78	1	0	02	52
	78	3	0	04	34
	75	3	0	00	66
	54	-	0	02	40
	70	19A	0	02	85
	70	18	0	02	29
	70	17	0	01	58
	70	15	0	00	79
	70	16	0	02	09
	70	14	0	01	61
	70	24	0	01	46
	70	12B	0	01	47
	70	12A	0	00	40
	70	8	0	01	66
	70	7	0	00	40
	70	6	0	04	67
	70	22	0	01	63
	70	5	0	02	69
	70	4A	0	00	40
	70	3	0	02	90
	70	2	0	00	43
NO 05MELKURICHCHI	93	12	0	09	58

1	2	3	4	5	6
	93	5B	0	01	71
	93	5A	0	02	40
	93	3	0	00	66
	94	8	0	20	62
	94	7	0	00	51
	94	1	0	15	81
	104	3	0	10	08
	104	1	0	15	41

Taluk : TITAKUDI	District : CUDDALORE			State : TAMILNADU	
1	2	3	4	5	6
NO 33 ENDAL	3	2	0	22	36
	4	6	0	16	70
	8	11	0	03	61
	8	13	0	02	81
	8	12	0	09	98
	8	9	0	03	19
	8	8	0	03	45
	8	7	0	06	83
	8	4	0	05	65
	8	1	0	08	35
	17	6	0	03	38
	17	5	0	03	66
	17	3	0	03	84
	17	1	0	16	01
	19	2B	0	15	15
	19	2A	0	14	05

1	2	3	4	5	6
	19	1	0	13	19
	27	4	0	15	44
	27	5	0	01	20
	26	-	0	31	23
	25	-	0	28	84
NO 32 KOLAVAY	7	9	0	08	73
	7	8	0	06	08
	7	3	0	03	71
	7	1	0	07	05
	7	2A	0	02	02
	8	3B	0	03	38
	8	2B2	0	00	70
	8	2B1	0	02	43
	8	2A2	0	06	14
	8	2A1	0	01	05
	8	1A	0	09	73
	18	12A	0	02	42
	18	12B	0	03	46
	18	10	0	08	01
	18	9A	0	02	43
	18	9B	0	04	01
	19	5D	0	02	97
	18	9C	0	00	40
	19	5C	0	02	70
	19	5B	0	02	82
	19	5A	0	05	81
	20	8	0	01	78
	20	7A	0	01	31
	20	7B	0	00	40

1	2	3	4	5	6
	20	6B2	0	00	40
	20	6B1	0	01	28
	20	5	0	01	49
	20	4	0	01	94
	20	3	0	01	96
	29	8	0	09	75
	29	6C	0	03	82
	29	4E	0	08	37
	29	4D	0	00	92
	29	3A	0	00	40
	29	3B	0	04	45
	29	4F	0	02	82
	29	9	0	02	66
	15	1	0	00	40
	104	5	0	06	25
	104	4	0	04	70
	104	3	0	31	67
	104	1	0	03	60
	116	3	0	10	62
	116	4	0	10	14
	116	2	0	17	48
	116	1B	0	11	25
	116	1A	0	04	52
	117	3	0	06	28
	117	2B	0	08	99
	117	1	0	10	04
	118	3B	0	04	10
	118	3A	0	01	46
	118	2	0	04	63

1	2	3	4	5	6
NO 31 KIL ORATUR	118	1C	0	10	14
	118	1D	0	03	57
	118	1B	0	04	39
	120	8B	0	08	77
	120	8C	0	04	89
	120	1	0	00	74
	120	7B	0	06	67
	120	6	0	03	35
	120	5B	0	05	41
	120	5A	0	00	40
	120	3	0	01	26
	120	2	0	03	80
	110	4	0	09	66
	110	3	0	06	63
	110	2A	0	06	54
	110	1B	0	06	47
	108	2D	0	02	98
	108	2C	0	02	95
	108	2B	0	03	15
	111	3C	0	00	77
	108	2A	0	04	14
	108	1B	0	07	10
	108	1A	0	04	10
	29	5	0	11	85
	29	4	0	09	78
	29	2	0	05	41
	29	1	0	05	79
	30	5	0	19	58
	30	2	0	02	30
	30	3C	0	11	75
	30	3B	0	00	40
	30	3A2	0	01	29
	30	3A1	0	01	86
	21	6A	0	24	04
	21	6B	0	02	85
	21	5	0	08	84

1	2	3	4	5	6
	21	4B	0	04	57
	21	4A	0	04	02
	21	3B	0	01	69
	21	3A	0	01	34
	21	2	0	02	36
	21	1	0	02	64
	14	7B	0	13	68
	14	7A	0	11	32
	14	5	0	13	77
	11	5	0	07	72
	11	4	0	08	50
	11	3C	0	08	05
	11	3B	0	03	86
	11	3A	0	04	09
	11	2	0	08	57
	11	1B	0	04	33
	11	1A1	0	04	55

[No. R-25011/16/2004-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 26 अक्टूबर, 2004

क्र. आ. 2785.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का०आ०1739, तारीख 23, जुलाई, 2004 द्वारा, तमिलनाडु राज्य में चेन्नई से तिठक्विराप्पल्ली होकर मदुराई तक और आसनूर से शंकराई तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी।

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 23.08.2004 को उपलब्ध करा दी गई थी।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केंद्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केंद्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए।

अतः अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है।

और केंद्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का योग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तारीख से केंद्रीय सरकार में निहित होने की बजाय सभी बिल्लिंगों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तालूका : कल्लकुरिच्चि		जिला : विल्लुपुरम		राज्य : तमिलनाडु	
गोंव का नाम	सर्वे नंबर	हिस्सा नंबर	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5 -	6
नं. 146 कुंडलूर	125	4	0	02	88
	127	8	0	01	44
	129	1	0	22	50
	142	1इ	0	17	64
	142	1क	0	03	04
	142	1ब	0	03	38
	142	1अ	0	20	77
	139	3अ	0	00	40
	139	2ब	0	00	63
	139	2अ	0	02	07
	139	1	0	22	72
	141	7क	0	08	36
	141	6	0	07	70
	170	1	0	00	40
	170	2	0	06	41
	143	1अ	0	09	31
	143	1ब	0	00	40
	148	-	0	16	13
	148	1ब	0	21	22
	148	1अ	0	14	19

1	2	3	4	5	6
	151	2	0	04	21
	151	1ब	0	03	52
	151	1ड	0	08	41
	151	1एफ	0	00	61
	151	1इ	0	05	01
	151	1जि	0	08	33
	151	1हेच	0	02	98
	155	2ब	0	05	75
	153	1	0	18	19
	154	6	0	16	90
	33	-	0	20	79
	35	2अ	0	12	44
	35	1	0	00	40
	35	2ब	0	10	83
	35	3	0	00	66
	47	8	0	07	91
	45	3ब	0	01	66
	45	3अ	0	03	56
	45	2	0	12	92
	45	1	0	12	62
	45	4	0	00	40
	46	3	0	06	42
	42	6	0	01	54
	42	1	0	06	74
	42	2	0	05	18
	42	3	0	02	63
	42	4	0	08	75
	58	5	0	11	35

नं. 147 एराजि

1	2	3	4	5	6
	138	3	0	00	59
	138	4	0	02	38
	138	5	0	04	19
	138	6	0	03	97
	138	7	0	03	60
	138	8	0	03	60
	138	9	0	04	81
	138	10	0	02	51
	138	2	0	04	24
	136	2	0	07	04
	136	1	0	04	86
	113	14	0	07	37
	113	15	0	06	55
	114	5क	0	06	28
	114	9अ	0	00	40
	114	5ब	0	06	75
	114	53अ	0	06	07
	114	3ब	0	02	69
	114	6ब	0	00	40
	114	63अ	0	03	56
	117	7	0	00	40
	117	10	0	00	40
	117	9	0	01	39
	117	8	0	01	21
	117	15	0	00	40
	117	14	0	00	95
	117	12	0	02	60
	117	13	0	00	40
	117	5	0	02	04

1	2	3	4	5	6
	117	6	0	01	29
	117	2	0	03	32
	117	1	0	01	41
	119	7	0	00	40
	119	5	0	02	65
	119	63A	0	00	40
	119	2	0	01	40
	119	3	0	01	79
	119	4	0	00	40
	119	1	0	05	96
	119	11	0	00	40
	99	6	0	02	22
	99	7	0	01	60
	99	1	0	00	82
	99	8	0	00	40
	99	11	0	00	40
	99	9	0	00	40
	99	3	0	01	00
	99	5	0	00	45
	99	2	0	00	97
	99	4	0	01	00
	100	1	0	04	90
	100	3	0	00	53
	100	2	0	03	65
	96	7	0	00	76
	98	1	0	02	81
	98	2	0	00	89
	96	8	0	01	93
	96	9	0	02	36

1	2	3	4	5	6
	96	6ड	0	00	52
	96	5	0	01	46
	96	6इ	0	00	40
	96	6ब	0	01	94
	96	6क	0	03	67
	96	6अ	0	00	40
	97	2	0	00	42
	97	1	0	17	27
	92	12अ	0	00	40
	93	26	0	00	50
	92	11	0	06	95
	92	3	0	00	42
	92	5	0	02	90
	92	4	0	00	40
	92	6	0	03	41
	92	7	0	00	88
	92	9अ	0	00	40
	92	9ब	0	00	40
	88	1एम	0	01	23
	88	1एन	0	08	35
	91	8	0	00	40
	91	7	0	00	80
	88	1एल	0	02	53
	91	6	0	01	46
	91	5	0	04	87
	88	3	0	00	40
	88	4	0	01	76
	91	1	0	02	00
	91	2	0	00	87

1	2	3	4	5	6
	88	2	0	01	73
	89	2	0	08	23
	89	4	0	12	48
नं. 142 कुत्तकुडि	120	6	0	05	11
	120	7	0	00	40
	120	2	0	01	65
	120	3	0	00	72
	120	4	0	01	02
	120	5	0	02	34
	120	14अ	0	00	83
	124	7ब	0	05	27
	121	7	0	00	40
	122	6ब	0	01	45
	122	6अ	0	01	07
	122	5ब	0	01	87
	122	5अ	0	02	82
	122	4अ	0	04	60
	124	7अ	0	00	64
	122	4ब	0	00	92
	122	2	0	00	81
	122	3अ	0	03	69
	122	3ब	0	00	89
	123	13अ	0	03	47
	123	13ब	0	01	42
	123	12ब	0	02	02
	123	9	0	05	26
	123	5	0	02	98
	123	6	0	03	20
	123	1ब	0	06	35

1	2	3	4	5	6
	125	12	0	07	18
	115	5अ	0	04	09
	115	2एफ	0	00	40
	115	3	0	05	48
	115	2जि	0	05	01
	115	1अ	0	08	28
	115	1ब	0	00	40
	134	1	0	05	52
	132	17	0	00	40
	136	11	0	10	31
	134	3	0	00	46
	134	2ब	0	00	61
	134	2अ	0	06	23
	100	73अ2	0	00	40
	100	73अ1	0	04	98
	100	6	0	03	80
	100	5अ	0	06	98
	100	1	0	04	23
	93	2	0	14	50
	93	1	0	05	49
	94	1	0	18	18
	85	-	0	22	47
	80	5	0	11	35
	80	8	0	01	58
	80	7	0	06	62
	80	6	0	09	68
	66अ	4ब	0	09	05
	66अ	3ब	0	05	03
	66अ	2ब	0	03	97

1	2	3	4	5	6
	66अ	1ब	0	01	47
	66अ	10	0	02	77
	66अ	8	0	03	99
	66अ	5	0	04	10
	66अ	6	0	01	57
	67	7	0	06	74
	67	5क	0	01	49
	62अ	7क	0	15	36
	62ब	1	0	01	85
	64	2ब	0	13	01
	64	2अ	0	01	50
	64	3ब	0	01	95
	64	3अ	0	03	14
	64	5अ	0	12	61
	63	7	0	08	04
	63	6क	0	09	45
	63	6ब	0	08	79
	63	6अ	0	00	94
	63	5	0	03	65
	18	1	0	09	00
	19	2अ	0	00	82
	19	2ब	0	09	65
	19	1ब1ब	0	05	73
	19	1ब1अ	0	03	53
	19	1ब2अ	0	01	60
	22ब	16	0	05	56
	22ब	14	0	05	20
	22ब	13क	0	07	94
	22ब	13ब	0	08	07

1	2	3	4	5	6
	22ब	12ब	0	08	73
नं. 138 असकलदूर	115	2	0	08	48
	115	3	0	01	66
	115	1	0	08	59
	116	8	0	04	87
	116	7एफ	0	02	78
	116	7ब	0	03	19
	116	7अ	0	00	90
	116	3क	0	01	31
	116	3ब	0	01	42
	116	3अ	0	01	29
	116	2	0	02	06
	116	1	0	02	17
	120	2इ3	0	00	40
	120	2एफ	0	04	40
	120	6अ	0	04	53
	120	6ब	0	00	42
	120	5	0	05	58
	120	11अ	0	00	99
	120	9	0	02	64
	120	8	0	02	49
	120	4	0	04	46
	123	4अ5	0	08	07
	124	2	0	21	03
	123	3	0	01	62
	123	2	0	01	51
	123	1	0	01	85
	124	1	0	21	01
	127	1अ	0	00	40

1	2	3	4	5	6
	146	21	0	02	83
	146	6ड	0	02	45
	146	6क	0	00	46
	146	19ब	0	00	40
	146	20ब	0	01	79
	146	20अ	0	00	95
	146	19अ	0	00	40
	146	18ब	0	01	08
	146	18अ	0	01	93
	145	5अ	0	00	40
	146	15ब	0	00	40
	146	16	0	01	95
	146	13	0	01	07
	146	12ब	0	01	63
	145	4	0	00	81
	145	2अ	0	01	28
	145	1अ	0	03	51
	146	11	0	00	64
	144	11	0	00	40
	144	12	0	02	66
	144	13	0	02	47
	144	27	0	07	14
	144	5अ	0	00	91
	152	12ब	0	03	62
	152	12अ	0	02	16
	152	6ड	0	01	81
	152	8	0	00	75
	160	5	0	00	69
	160	4	0	00	85

1	2	3	4	5	6
	160	3	0	01	53
	160	2	0	02	17
	160	1	0	05	55
	159	9ब	0	02	95
	159	9अ	0	03	11
	159	7अ	0	00	40
	159	8ब	0	04	21
	159	2	0	14	22
	159	4	0	00	40
	158	2	0	04	15
	162	1	0	00	40
	158	16	0	01	22
	158	14	0	01	42
	158	13	0	01	67
	158	11	0	04	69
	158	1ब2	0	00	42
	158	7	0	01	92
	158	6	0	01	07
	158	5	0	03	70
	158	4	0	04	28
	158	3	0	03	80
	157	8	0	05	87
	157	6ब	0	03	49
	157	5	0	03	86
	157	4	0	06	84
	157	3	0	09	53
	186	17	0	04	41
	186	16	0	05	16
	186	13	0	03	61

1	2	3	4	5	6
	186	12	0	04	99
	186	9	0	00	40
	186	8	0	03	50
	186	3	0	00	43
	186	2ब	0	01	15
	186	2अ	0	03	23
	186	7	0	02	90
	190	16	0	01	08
	190	15	0	01	36
	190	14अ	0	01	63
	190	12क	0	01	96
	190	12अ	0	01	81
	190	9	0	02	64
	190	6	0	02	77
	190	5	0	00	40
	190	2	0	12	22
	190	1ब	0	01	61
	191	5	0	14	51
	279	15	0	11	01
	279	14	0	08	32
	279	13	0	09	04
	279	9	0	05	39
	279	8	0	04	42
	279	7	0	01	59
	279	4	0	00	60
	279	1	0	03	96
	279	3	0	00	40
	277	13	0	10	23
	277	14	0	08	32

नं. 130 हरियूर

1	2	3	4	5	6
	277	10	0	03	34
	276	1	0	10	73
	251	4	0	06	03
	251	1इ	0	07	09
	251	1ड	0	03	58
	251	1क	0	03	62
	251	1ब	0	04	72
	251	1अ	0	03	29
	252	13इ	0	04	61
	252	13ड	0	08	34
	252	12क	0	00	40
	252	12अ	0	06	44
	252	12ब	0	00	69
	252	8	0	01	01
	252	9	0	14	42
	254	2	0	15	81
	254	1ब	0	21	30
	260	24	0	04	18
	260	23ब	0	08	60
	260	19	0	07	45
	260	18	0	07	67
	260	16ब	0	07	28
	260	15	0	07	30
	259	1	0	01	68
	260	25	0	02	90
	265	5	0	04	41
	265	14	0	06	26
	265	6ब	0	00	44
	265	8	0	03	90

1	2	3	4	5	6
	265	11अ	0	00	40
	265	4क	0	02	97
	265	10अ	0	03	13
	265	10ब	0	00	40
	265	3क	0	00	68
	265	9अ	0	02	97
	265	9ब	0	02	83
	266	7ब	0	01	14
	266	7अ	0	02	00
	266	6अ	0	01	39
	266	6ब	0	06	69
	270	4क	0	02	20
	269	12	0	06	75
	270	5	0	07	24
	270	4अ	0	09	87
	270	1	0	21	47
	270	2	0	16	75
	150	2	0	19	21
	149	1अ	0	03	57
	149	1ब	0	15	64
	149	2	0	01	27
	148	7	0	09	52
	147	6	0	20	34
	147	5क	0	07	73
	147	5ब	0	07	61
	147	5अ	0	02	26
	146	3ब	0	06	81
	148	2	0	11	31

1	2	3	4	5	6
	146	1	0	10	61
	145	3	0	02	32
	335	4	0	07	16
	335	3अ	0	14	37
	341	2ड	0	11	49
	341	2क	0	08	12
	341	3	0	00	40
	341	1ड	0	01	89
	341	1क	0	12	20
	341	1ब	0	02	85
	341	13अ	0	05	79
	343	1	0	15	42
	343	2	0	20	15
	344	5अ	0	08	50
	344	5ब	0	00	40
	344	4अ	0	07	49
	344	3अ	0	07	50
	345	1	0	27	44
नं. 129 करुंगुली	174	6	0	14	28
	174	5	0	12	23
	174	2ब	0	08	96
	174	2अ	0	02	78
	174	1	0	14	38
	173	4ब	0	09	04
	173	3ब	0	06	55
	173	2ब	0	07	31
	173	1ब	0	03	49
	166	1ब	0	12	67

1	2	3	4	5	6
	166	1अ2	0	00	53
	164	8क	0	09	14
	164	7	0	11	27
	164	3	0	15	88
	111	4ब	0	06	89
	111	4अ	0	06	65
	111	3अ	0	12	81
	111	3ब	0	00	73
	111	2क	0	05	63
	111	2ड	0	01	53
	111	2ब	0	04	51
	111	2अ	0	00	40
	113	20हेच	0	01	19
	113	20ड	0	02	39
	113	20क	0	04	13
	113	20ब	0	02	69
	113	20अ	0	02	24
	123	2अ	0	02	01
	146	2	0	01	96
	146	1ब	0	03	56
	146	1अ	0	05	32
	147	3ब	0	00	40
	145	3	0	01	25
	145	4	0	01	91
	145	2	0	03	68
	144	4	0	05	65
	144	1	0	04	70
	140	4	0	03	76
	140	5	0	05	10
	129	1क	0	00	76

1	2	3	4	5	6
	139	.	0	12	95
	135	22	0	00	79
	135	20ब	0	03	08
	135	21	0	02	73
	135	16	0	00	40
	134	9	0	02	15
	134	8	0	07	72
	134	1	0	00	40
	134	2	0	01	57
	134	6	0	02	00
	134	5	0	00	62
	134	4	0	00	40
	134	3	0	00	40
	134	7	0	04	98
	49	14	0	00	40
	50	4	0	03	50
	50	3	0	06	00
	50	6	0	02	38
	50	2	0	00	98
	50	5	0	04	52
	143	6	0	01	40
	143	5	0	02	07
	144	3	0	04	28
	146	7	0	05	02
	146	6	0	02	94
	146	5	0	02	92
	146	3	0	04	65
	146	9	0	01	12
	146	8	0	00	40

नं. 127 अम्मकलट्टूर

1	2	3	4	5	6
	146	2	0	02	74
	181	2	0	00	41
	161	3	0	19	90
	157	1	0	07	18
	157	2	0	00	40
	160	6	0	01	70
	158	1अ	0	20	92
	158	1ब	0	00	50
	159	9ब	0	10	69
	159	6ब	0	00	40
	159	8क	0	04	35
	154	5	0	01	39
	154	3अ	0	05	00
	159	10	0	04	99
	159	6	0	07	88
	189	1क	0	00	40
	189	3	0	06	87
	189	4अ	0	04	33
	189	4ब1	0	00	40
	189	2	0	02	43
	190	2	0	09	75
	190	1ड	0	01	47
	190	1ब	0	06	36
	190	1क	0	06	16
	187	7	0	08	50
	187	14	0	05	58
	187	5	0	07	91
	187	13	0	01	02

1	2	3	4	5	6
	195	2	0	02	74
	195	3	0	13	88
	195	4	0	04	05
नं. 128 सेबाकुरिच्चि	176	3अ	0	10	27
	176	2	0	09	20
	176	1	0	07	91
	171	9	0	09	54
	171	6	0	03	17
	171	8	0	18	(X)
	171	7	0	10	34
	171	1	0	10	04
	172	1	0	03	82
नं. 126 तेन सिगुवल्लूर	60	2	0	00	53
	61	6	0	02	18
	61	4	0	02	35
	62	2	0	12	21
	61	2	0	09	66
	61	1	0	03	65
	62	1	0	06	31
	63	1	0	00	40
	63	3	0	23	77
	69	3	0	10	46
	69	4	0	03	22
	69	5	0	04	77
	69	6	0	04	70
	70	1	0	17	08
	71	5	0	21	02
	71	3	0	10	58
	196	2अ	0	12	71

1	2	3	4	5	6
	196	13	0	07	75
	197	3	0	05	44
	197	2	0	13	34
	197	4	0	08	92
	198	2	0	10	28
	198	3	0	04	30
	198	1	0	16	14
	199	2	0	10	54
	203	2	0	04	67
नं. 116 अनुमनंदाल	31	6	0	07	24
	31	9	0	16	32
	31	10	0	07	66
	32	9	0	05	52
	32	8	0	18	08
	32	4	0	10	13
नं. 117 नायिनारपालेयम	126	3	0	19	71
	127	1	0	03	27
	128	5	0	01	94
	128	6	0	21	27
	130	4	0	05	16
	129	4	0	04	16
	130	5	0	03	01
	130	6	0	00	56
	130	2	0	10	29
	141	6	0	01	74
	141	7	0	01	36
	141	3	0	12	12
	140	33	0	12	43
	138	42	0	01	80

1	2	3	4	5	6
	138	4व1	0	01	66
	139	5व	0	00	40
	138	43अ	0	04	55
	138	3व	0	08	74
	138	13	0	00	40
	138	33अ	0	07	41
	138	11व	0	04	52
	138	2उ	0	00	40
	138	9	0	00	40
	138	113अ	0	01	93
	138	12	0	08	07
	137	3एक	0	06	35
	137	3इ	0	03	64
	137	3उ	0	03	73
	137	3क	0	01	35
	158	1	0	07	71
	99	12व	0	02	98
	99	8व	0	00	40
	99	12उ	0	03	00
	99	8अ	0	18	81
	162	6	0	05	22
	99	7	0	00	40
	162	5	0	04	72
	163	3	0	14	53
	163	2	0	12	27
	163	5व	0	01	38
	163	5अ	0	10	49
	165	4	0	15	37
	165	5	0	00	40

1	2	3	4	5	6
	165	10व	0	15	04
	171	14	0	10	24
	171	7	0	03	73
	171	12	0	06	78
	171	5	0	05	76
	172	6	0	18	34
	172	5	0	09	18
	172	3	0	08	69
	178	1	0	06	34
	178	2	0	10	41
	178	4	0	12	71
	178	6	0	05	34
	178	7	0	00	61
	178	5	0	04	82
	179	3	0	06	85
	179	1	0	03	41
	179	5	0	03	49
	180	2	0	16	17
	181	10	0	17	73
	181	2	0	05	31
	196	1	0	01	03
	196	3	0	02	41
	219	1	0	28	90
	219	8	0	01	90
	219	5	0	21	49
	218	8अ	0	04	89
	218	7	0	10	36
	218	1ब	0	16	54
	218	13अ	0	00	40

1	2	3	4	5	6
	215	1क	0	02	89
	215	1ब	0	00	97
	215	1अ	0	06	24
	215	2	0	35	29
	212	1	0	05	01
	212	2	0	16	66
	212	3	0	04	47
नं. 106 पेट्समुद्रम	2	1क	0	03	88
	2	1ब	0	19	11
	2	2ब	0	02	38
	2	1अ	0	04	57
	2	4	0	11	70
	2	5	0	02	11
	1	5अ3	0	09	42
	1	5अ4अ	0	09	29
	1	4ब	0	00	73
	1	4अ	0	02	68
	1	3ब	0	05	37
	1	3अ	0	00	70
	6	4	0	05	65
	5	1	0	09	67
	6	1अ	0	19	08
	6	9	0	09	00
	13	1अ	0	08	95
	19	4	0	11	32
	19	6ब	0	00	40
	19	6अ	0	00	40
	19	8	0	04	11
	19	2	0	10	86

1	2	3	4	5	6
	22	1	0	07	65
	24	6	0	05	90
	24	5	0	05	16
	24	4	0	06	64
	24	3अ	0	05	29
	24	2ब	0	03	56
	24	2अ	0	02	07
	24	1अ	0	01	99
	30	5	0	04	00
	30	4	0	05	93
	30	3	0	07	14
	30	2	0	05	03
	30	1	0	06	38
	34	5	0	04	53
	34	4	0	04	47
	34	3ब	0	03	17
	34	3अ	0	01	31
	34	2ब	0	02	49
	34	2अ	0	03	99
	34	1क2	0	00	40
	35	11अ	0	04	56
	35	11ब	0	01	85
	35	10	0	05	12
	35	9	0	09	63
	35	8	0	04	63
	35	7	0	04	57
	35	4	0	03	11
	35	5	0	04	18
	55	7अ	0	00	64

1	2	3	4	5	6
	55	837	0	11	85
	55	3	0	00	57
	55	5	0	04	17
	55	4	0	03	99
	55	6	0	00	41
	56	3	0	03	45
	56	2	0	00	69
	56	8	0	03	29
	56	9	0	00	95
	57	104	0	05	48
	57	7	0	01	38
	57	1037	0	07	83
	76	46	0	00	40
	76	5	0	03	69
	76	6	0	06	20
	77	1	0	02	00
	83	4	0	01	99
	88	-	0	00	40
	87	4	0	13	31
	87	3	0	03	94
	87	1	0	03	07
	88	2	0	02	72
	86	1	0	04	19
	90	537	0	00	63
	90	6	0	01	82
	90	1	0	00	40
	90	8	0	02	50
	91	12	0	01	35

1	2	3	4	5	6
	91	10	0	01	50
	91	9	0	01	46
	91	8क	0	02	24
	91	8ड	0	00	71
	91	11	0	01	18
	91	7	0	01	10
	91	5	0	00	40
	93	13अ	0	00	57
	192	1	0	19	03
	191	5	0	04	61
	191	63अ	0	07	60
	191	6ब	0	01	85
	191	73अ	0	00	42
	191	7ब	0	13	46
	191	8ब	0	16	05
	189	3	0	02	59
	189	4	0	30	12
	189	5ड	0	05	88
	189	5क	0	07	49
	189	5ब	0	02	49
	189	53अ	0	00	40
	190	8	0	06	53
	190	2	0	14	04
	190	3	0	06	77
	190	1क	0	01	95
नं. 104 दत्ताद्रिपुरम	9	83अ	0	03	72
	9	33अ1	0	11	57
	9	33अ2	0	00	40

1	2	3	4	5	6
	9	6अ	0	02	40
	9	6ब	0	24	91
	8	4क	0	00	40
	8	4ब	0	02	37
	8	4अ	0	03	70
	8	3ब	0	18	83
	8	1ब	0	07	83
	8	2अ	0	10	26
	24	5	0	09	06
	24	3अ	0	03	20
	24	3ब	0	20	11
	1	8	0	13	06
	2	4	0	17	46
	1	3क	0	03	39
	2	5ब	0	01	08
	2	6	0	14	80
	5	2ब	0	07	67
	5	1ब	0	14	33
	6	2ब	0	05	88
	6	5ब	0	07	93
	6	1अ	0	13	03
	12	10क	0	02	90
	12	10ब	0	04	67
	12	10ड	0	02	65
	12	9ब	0	02	46
	12	9अ	0	02	98
	12	8ब	0	02	34
	12	8अ	0	01	29
	12	7	0	07	36

नं. 103 कल्लसमुद्रम

1	2	3	4	5	6
	12	3	0	07	00
	12	10हेच	0	00	40
	12	6	0	02	14
	12	5क	0	00	40
	12	5ब	0	00	70
	12	10ऐ	0	01	69
	15	12ब	0	05	95
	15	12अ	0	06	35
	15	11	0	02	85
	15	15	0	02	92
	15	14	0	02	57
	15	13	0	02	69
	15	10	0	07	78
	10	8	0	00	40
	10	7	0	00	67
	10	8	0	01	14
	10	5	0	04	39
	15	9	0	00	40
	10	2	0	06	51
	27	5	0	07	70
	27	4	0	04	00
	27	11	0	04	30
	27	10	0	04	65
	27	9	0	04	88
	30	1ड	0	03	33
	31	6क2	0	00	40
	31	10	0	00	64
	31	11	0	00	96
	30	1इ	0	03	99

1	2	3	4	5	6
	30	1क	0	03	27
	30	1ख	0	04	01
	31	4ख	0	03	06
	31	4311	0	03	70
	38	-	0	11	25
	38	6	0	01	58
	38	8	0	11	00
	38	731	0	00	40
	38	74	0	08	84
	37	3	0	00	40
	37	2	0	01	05
	37	1	0	02	26
	38	3	0	01	92
	38	2ख	0	02	02
	34	10	0	01	45
	38	231	0	01	36
	38	1	0	03	24
	35	7	0	10	43
	35	9312	0	00	62
	35	9311	0	00	40
	35	6ख	0	01	87
	35	6क	0	02	00
	35	8	0	04	10
	48	18	0	01	84
	48	17ख	0	03	16
	48	1731	0	04	42
	48	18	0	00	48
	49	1ब4	0	05	96
	49	1ब3	0	10	17

1	2	3	4	5	6
	49	1ब5	0	00	45
	50	3ब2	0	14	77
	50	9	0	02	20
	50	4	0	01	56
	50	3ब1	0	01	50
	50	3अ3	0	05	29
	50	3अ2	0	00	48
	50	3अ1	0	02	78
नं. 102 दगामतीर्तपुरम	205	3	0	10	58
	205	1	0	20	28
	206	3ब	0	01	10
	206	3अ	0	21	69
	206	1ब	0	03	36
	206	1अ	0	03	84
	208	5	0	05	28
	208	4	0	04	31
	208	3	0	07	73
	208	2	0	04	05
	208	1	0	04	54
	198	8	0	05	19
	198	10	0	02	79
	198	6	0	05	27
	198	5	0	02	27
	199	6	0	01	03
	198	4	0	02	46
	198	3	0	04	66
	199	8	0	04	60
	198	2	0	01	08
	199	7	0	12	02

1	2	3	4	5	6
	196	3	0	08	54
	196	2	0	07	74
	196	1	0	09	61
	225	3	0	12	00
	225	2	0	10	52
	225	13	0	06	85
	225	11	0	01	36
	225	1	0	03	47
	226	1	0	05	37
	168	-	0	21	34
	162	20ब	0	01	05
	160	11ब	0	05	97
	160	10	0	12	38
	160	9	0	02	05
	160	8	0	02	14
	160	7	0	02	26
	160	6	0	02	15
	160	4	0	02	60
	160	3ब	0	02	59
	160	3अ	0	01	01
	160	1	0	11	25
	158	4क	0	07	21
	158	4ड	0	09	16
	158	12ब	0	00	40
	158	4ब	0	00	64
	248	9ब	0	01	97
	248	9क	0	00	54

1	2	3	4	5	6
	248	9ड	0	00	57
	248	9इ	0	01	64
	248	8	0	00	40
	249	5ड2	0	01	23
नं. 101 पुंडि	75	2	0	18	93
	76	5	0	01	62
	77	10	0	02	90
	77	11	0	01	23
	77	9	0	03	00
नं 99 रायप्पनूर	376	10	0	19	43
	376	13	0	11	90
	376	9	0	03	83

[फा. सं. आर-25011/17/2004-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, the 28th October, 2004

S. O. 2785.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1739 dated the 23rd July 2004 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum products from Chennai to Madurai via Tiruchirapalli and Sankari in the State of Tamilnadu, by the Indian Oil Corporation Limited;

And, whereas, copies of the said notification were made available to the public from 23.08.2004;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluk :KALLAKURICHCHI		District : VILLUPURAM		State : TAMILNADU	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
NO.146 KUNDALUR	125	4	0	02	88
	127	8	0	01	44
	129	1	0	22	50
	142	1E	0	17	64
	142	1C	0	03	04
	142	1B	0	03	38
	142	1A	0	20	77
	139	3A	0	00	40
	139	2B	0	00	63
	139	2A	0	02	07
	139	1	0	22	72
	141	7C	0	08	36
	141	6	0	07	70
	170	1	0	00	40
	170	2	0	06	41
	143	1A	0	09	31
	143	1B	0	00	40
	149	-	0	16	13
	148	1B	0	21	22
	148	1A	0	14	19
	151	2	0	04	21
	151	1B	0	03	52
	151	1D	0	08	41
	151	1F	0	00	61

1	2	3	4	5	6
	151	1E	0	05	01
	151	1G	0	08	33
	151	1H	0	02	98
	155	2B	0	05	75
	153	1	0	18	19
	154	6	0	16	90
NO.147 ERANJI	33	-	0	20	79
	35	2A	0	12	44
	35	1	0	00	40
	35	2B	0	10	83
	35	3	0	00	66
	47	8	0	07	91
	45	3B	0	01	66
	45	3A	0	03	56
	45	2	0	12	92
	45	1	0	12	82
	45	4	0	00	40
	46	3	0	06	42
	42	6	0	01	54
	42	1	0	06	74
	42	2	0	05	18
	42	3	0	02	63
	42	4	0	08	75
	58	5	0	11	35

1	2	3	4	5	6
	138	3	0	00	59
	138	4	0	02	38
	138	5	0	04	19
	138	6	0	03	97
	138	7	0	03	60
	138	8	0	03	60
	138	9	0	04	81
	138	10	0	02	51
	138	2	0	04	24
	136	2	0	07	04
	136	1	0	04	86
	113	14	0	07	37
	113	15	0	06	55
	114	5C	0	06	26
	114	9A	0	00	40
	114	5B	0	06	75
	114	5A	0	06	07
	114	3B	0	02	69
	114	6B	0	00	40
	114	6A	0	03	56
	117	7	0	00	40
	117	10	0	00	40
	117	9	0	01	39
	117	8	0	01	21
	117	15	0	00	40
	117	14	0	00	95
	117	12	0	02	60
	117	13	0	00	40
	117	5	0	02	04

1	2	3	4	5	6
	117	6	0	01	29
	117	2	0	03	32
	117	1	0	01	41
	119	7	0	00	40
	119	5	0	02	65
	119	6A	0	00	40
	119	2	0	01	40
	119	3	0	01	79
	119	4	0	00	40
	119	1	0	05	96
	119	11	0	00	40
	99	6	0	02	22
	99	7	0	01	60
	99	1	0	00	82
	99	8	0	00	40
	99	11	0	00	40
	99	9	0	00	40
	99	3	0	01	00
	99	5	0	00	45
	99	2	0	00	97
	99	4	0	01	00
	100	1	0	04	90
	100	3	0	00	53
	100	2	0	03	65
	96	7	0	00	76
	98	1	0	02	81
	98	2	0	00	89
	96	8	0	01	93
	96	9	0	02	36

1	2	3	4	5	6
	96	6D	0	00	52
	96	5	0	01	46
	96	6E	0	00	40
	96	6B	0	01	94
	96	6C	0	03	67
	96	6A	0	00	40
	97	2	0	00	42
	97	1	0	17	27
	92	12A	0	00	40
	93	26	0	00	50
	92	11	0	06	95
	92	3	0	00	42
	92	5	0	02	90
	92	4	0	00	40
	92	6	0	03	41
	92	7	0	00	88
	92	9A	0	00	40
	92	9B	0	00	40
	88	1M	0	01	23
	88	1N	0	08	35
	91	8	0	00	40
	91	7	0	00	80
	88	1L	0	02	53
	91	6	0	01	46
	91	5	0	04	87
	88	3	0	00	40
	88	4	0	01	76
	91	1	0	02	00
	91	2	0	00	87

1	2	3	4	5	6
	88	2	0	01	73
	89	2	0	08	23
	89	4	0	12	48
NO.142 KUTFAKUDI	120	6	0	05	11
	120	7	0	00	40
	120	2	0	01	65
	120	3	0	00	72
	120	4	0	01	02
	120	5	0	02	34
	120	14A	0	00	83
	124	7B	0	05	27
	121	7	0	00	40
	122	6B	0	01	45
	122	6A	0	01	07
	122	5B	0	01	87
	122	5A	0	02	82
	122	4A	0	04	60
	124	7A	0	00	64
	122	4B	0	00	92
	122	2	0	00	81
	122	3A	0	03	69
	122	3B	0	00	89
	123	13A	0	03	47
	123	13B	0	01	42
	123	12B	0	02	02
	123	9	0	05	26
	123	5	0	02	98
	123	6	0	03	20
	123	1B	0	06	35

1	2	3	4	5	6
	125	12	0	07	18
	115	5A	0	04	09
	115	2F	0	00	40
	115	3	0	05	48
	115	2G	0	05	01
	115	1A	0	06	28
	115	1B	0	00	40
	134	1	0	05	52
	132	17	0	00	40
	136	11	0	10	31
	134	3	0	00	46
	134	2B	0	00	61
	134	2A	0	06	23
	100	7A2	0	00	40
	100	7A1	0	04	96
	100	6	0	03	80
	100	5A	0	06	96
	100	1	0	04	23
	93	2	0	14	50
	93	1	0	05	49
	94	1	0	18	18
	85	-	0	22	47
	80	5	0	11	35
	80	8	0	01	58
	80	7	0	06	62
	80	6	0	09	68
	66A	4B	0	09	05
	66A	3B	0	05	03
	66A	2B	0	03	97

1	2	3	4	5	6
	66A	1B	0	01	47
	66A	10	0	02	77
	66A	8	0	03	99
	66A	5	0	04	10
	66A	6	0	01	57
	67	7	0	06	74
	67	5C	0	01	49
	62A	7C	0	15	36
	62B	1	0	01	85
	64	2B	0	13	01
	64	2A	0	01	50
	64	3B	0	01	95
	64	3A	0	03	14
	64	5A	0	12	61
	63	7	0	08	04
	63	6C	0	09	45
	63	6B	0	08	79
	63	6A	0	00	94
	63	5	0	03	65
	18	1	0	09	00
	19	2A	0	00	82
	19	2B	0	09	65
	19	1B1B	0	05	73
	19	1B1A	0	03	53
	19	1B2A	0	01	60
	22B	16	0	05	56
	22B	14	0	05	20
	22B	13C	0	07	94
	22B	13B	0	08	07

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NO. 138 ASAKALATTUR	22B	12B	0	08	73
	115	2	0	08	48
	115	3	0	01	66
	115	1	0	08	59
	116	8	0	04	87
	116	7F	0	02	78
	116	7B	0	03	19
	116	7A	0	00	90
	116	3C	0	01	31
	116	3B	0	01	42
	116	3A	0	01	29
	116	2	0	02	06
	116	1	0	02	17
	120	2E3	0	00	40
	120	2F	0	04	40
	120	6A	0	04	53
	120	6B	0	00	42
	120	5	0	05	58
	120	11A	0	00	99
	120	9	0	02	64
	120	8	0	02	49
	120	4	0	04	46
	123	4A5	0	08	07
	124	2	0	21	03
	123	3	0	01	62
	123	2	0	01	51
	123	1	0	01	85
	124	1	0	21	01
	127	1A	0	00	40

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	146	21	0	02	83
	146	6D	0	02	45
	146	6C	0	00	46
	146	19B	0	00	40
	146	20B	0	01	79
	146	20A	0	00	95
	146	19A	0	00	40
	146	18B	0	01	08
	146	18A	0	01	93
	145	5A	0	00	40
	146	15B	0	00	40
	146	16	0	01	95
	146	13	0	01	07
	146	12B	0	01	63
	145	4	0	00	81
	145	2A	0	01	28
	145	1A	0	03	51
	146	11	0	00	64
	144	11	0	00	40
	144	12	0	02	66
	144	13	0	02	47
	144	27	0	07	14
	144	5A	0	00	91
	152	12B	0	03	62
	152	12A	0	02	16
	152	6D	0	01	81
	152	8	0	00	75
	160	5	0	00	69
	160	4	0	00	85

1	2	3	4	5	6
	160	3	0	01	53
	160	2	0	02	17
	160	1	0	05	55
	159	9B	0	02	95
	159	9A	0	03	11
	159	7A	0	00	40
	159	8B	0	04	21
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	159	4	0	00	40
	158	2	0	04	15
	162	1	0	00	40
	158	16	0	01	22
	158	14	0	01	42
	158	13	0	01	67
	158	11	0	04	69
	158	1B2	0	00	42
	158	7	0	01	92
	158	6	0	01	07
	158	5	0	03	70
	158	4	0	04	28
	158	3	0	03	80
	157	8	0	05	87
	157	6B	0	03	49
	157	5	0	03	86
	157	4	0	06	84
	157	3	0	09	53
	186	17	0	04	41
	186	16	0	05	16
	186	13	0	03	61

1	2	3	4	5	6
	186	12	0	04	99
	186	9	0	00	40
	186	8	0	03	50
	186	3	0	00	43
	186	2B	0	01	15
	186	2A	0	03	23
	186	7	0	02	90
	190	16	0	01	08
	190	15	0	01	36
	190	14A	0	01	63
	190	12C	0	01	96
	190	12A	0	01	81
	190	9	0	02	64
	190	6	0	02	77
	190	5	0	00	40
	190	2	0	12	22
	190	1B	0	01	61
	191	5	0	14	51
NO.130 IRIYUR	279	15	0	11	01
	279	14	0	08	32
	279	13	0	09	04
	279	9	0	05	39
	279	8	0	04	42
	279	7	0	01	59
	279	4	0	00	60
	279	1	0	03	96
	279	3	0	00	40
	277	13	0	10	23
	277	14	0	06	32

1	2	3	4	5	6
	277	10	0	03	34
	276	1	0	10	73
	251	4	0	06	03
	251	1E	0	07	09
	251	1D	0	03	58
	251	1C	0	03	82
	251	1B	0	04	72
	251	1A	0	03	29
	252	13E	0	04	61
	252	13D	0	08	34
	252	12C	0	00	40
	252	12A	0	06	44
	252	12B	0	00	89
	252	8	0	01	01
	252	9	0	14	42
	254	2	0	15	81
	254	1B	0	21	30
	260	24	0	04	18
	260	23B	0	08	60
	260	19	0	07	45
	280	18	0	07	67
	260	16B	0	07	28
	260	15	0	07	30
	259	1	0	01	68
	260	25	0	02	90
	265	5	0	04	41
	265	14	0	06	26
	265	8B	0	00	44
	265	8	0	03	90

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	265	11A	0	00	40
	265	4C	0	02	97
	265	10A	0	03	13
	265	10B	0	00	40
	265	3C	0	00	68
	265	9A	0	02	97
	265	9B	0	02	83
	266	7B	0	01	14
	266	7A	0	02	00
	266	6A	0	01	39
	266	6B	0	06	69
	270	4C	0	02	20
	269	12	0	06	75
	270	5	0	07	24
	270	4A	0	09	87
	270	1	0	21	47
	270	2	0	16	75
	150	2	0	19	21
	149	1A	0	03	57
	149	1B	0	15	64
	149	2	0	01	27
	148	7	0	09	52
	147	6	0	20	34
	147	5C	0	07	73
	147	5B	0	07	61
	147	5A	0	02	26
	146	3B	0	06	81
	146	2	0	11	31

1	2	3	4	5	6
	146	1	0	10	61
	145	3	0	02	32
	335	4	0	07	16
	335	3A	0	14	37
	341	2D	0	11	49
	341	2C	0	08	12
	341	3	0	00	40
	341	1D	0	01	69
	341	1C	0	12	20
	341	1B	0	02	85
	341	1A	0	05	79
	343	1	0	15	42
	343	2	0	20	15
	344	5A	0	08	50
	344	5B	0	00	40
	344	4A	0	07	49
	344	3A	0	07	50
	345	1	0	27	44
NO. 129 KARUNGULI	174	6	0	14	28
	174	5	0	12	23
	174	2B	0	08	96
	174	2A	0	02	78
	174	1	0	14	38
	173	4B	0	09	04
	173	3B	0	06	55
	173	2B	0	07	31
	173	1B	0	03	49
	166	1B	0	12	67

1	2	3	4	5	6
	166	1A2	0	00	53
	164	8C	0	09	14
	164	7	0	11	27
	164	3	0	15	88
	111	4B	0	06	89
	111	4A	0	06	65
	111	3A	0	12	81
	111	3B	0	00	73
	111	2C	0	05	63
	111	2D	0	01	53
	111	2B	0	04	51
	111	2A	0	00	40
	113	20H	0	01	19
	113	20D	0	02	39
	113	20C	0	04	13
	113	20B	0	02	69
	113	20A	0	02	24
	123	2A	0	02	01
	146	2	0	01	96
	146	1B	0	03	56
	146	1A	0	05	32
	147	3B	0	00	40
	145	3	0	01	25
	145	4	0	01	91
	145	2	0	03	68
	144	4	0	05	65
	144	1	0	04	70
	140	4	0	03	76
	140	5	0	05	10
	129	1C	0	00	76

1	2	3	4	5	6
	139	-	0	12	95
	135	22	0	00	79
	135	20B	0	03	08
	135	21	0	02	73
	135	16	0	00	40
	134	9	0	02	15
	134	8	0	07	72
	134	1	0	00	40
	134	2	0	01	57
	134	6	0	02	00
	134	5	0	00	62
	134	4	0	00	40
	134	3	0	00	40
	134	7	0	04	98
	49	14	0	00	40
	50	4	0	03	50
	50	3	0	06	00
	50	6	0	02	38
	50	2	0	00	98
	50	5	0	04	52
NO.127 AMMAKALATTUR	143	6	0	01	40
	143	5	0	02	67
	144	3	0	04	28
	146	7	0	05	02
	146	6	0	02	94
	146	5	0	02	92
	146	3	0	04	65
	146	9	0	01	12
	146	8	0	00	40

1	2	3	4	5	6
	146	2	0	02	74
	161	2	0	00	41
	161	3	0	19	90
	157	1	0	07	18
	157	2	0	00	40
	160	6	0	01	70
	158	1A	0	20	92
	158	1B	0	00	50
	159	9B	0	10	69
	159	8B	0	00	40
	159	8C	0	04	35
	154	5	0	01	39
	154	3A	0	05	00
	159	10	0	04	99
	159	6	0	07	88
	189	1C	0	00	40
	189	3	0	06	87
	189	4A	0	04	33
	189	4B1	0	00	40
	189	2	0	02	43
	190	2	0	09	75
	190	1D	0	01	47
	190	1B	0	06	36
	190	1C	0	06	16
	187	7	0	08	50
	187	14	0	05	58
	187	5	0	07	91
	187	13	0	01	02

1	2	3	4	5	6
NO.128 SEMBAKURICHCHI	195	2	0	02	74
	195	3	0	13	88
	195	4	0	04	05
	176	3A	0	10	27
	176	2	0	09	20
	176	1	0	07	91
	171	9	0	09	54
	171	6	0	03	17
	171	8	0	18	08
	171	7	0	10	34
	171	1	0	10	04
NO.126 TEN SIRUVALLUR	172	1	0	03	82
	60	2	0	00	53
	61	6	0	02	18
	61	4	0	02	35
	62	2	0	12	21
	61	2	0	09	66
	61	1	0	03	65
	62	1	0	06	31
	63	1	0	00	40
	63	3	0	23	77
	69	3	0	10	46
	69	4	0	03	22
	69	5	0	04	77
	69	6	0	04	70
	70	1	0	17	08
	71	5	0	21	02
	71	3	0	10	58
	196	2A	0	12	71

1	2	3	4	5	6
	196	1A	0	07	75
	197	3	0	05	44
	197	2	0	13	34
	197	4	0	08	92
	198	2	0	10	28
	198	3	0	04	30
	198	1	0	18	14
	199	2	0	10	54
	203	2	0	04	67
NO.116 ANUMANANDAL	31	6	0	07	24
	31	9	0	18	32
	31	10	0	07	88
	32	9	0	05	52
	32	8	0	18	08
	32	4	0	10	13
NO.117 NAYINNARPALAYAM	126	3	0	19	71
	127	1	0	03	27
	128	8	0	01	94
	128	6	0	21	27
	130	4	0	05	18
	129	4	0	04	16
	130	5	0	03	01
	130	6	0	09	55
	130	2	0	10	29
	141	6	0	01	74
	141	7	0	01	38
	141	3	0	12	12
	140	3A	0	12	43
	138	4B2	0	01	80

1	2	3	4	5	6
	138	4B1	0	01	66
	139	5B	0	00	40
	138	4A	0	04	55
	138	3B	0	05	74
	138	13	0	00	40
	138	3A	0	07	41
	138	11B	0	04	52
	138	2D	0	00	40
	138	9	0	00	40
	138	11A	0	01	93
	138	12	0	08	07
	137	3F	0	05	35
	137	3E	0	03	64
	137	3D	0	03	73
	137	3C	0	01	35
	158	1	0	07	71
	99	12E	0	02	98
	99	8B	0	00	40
	99	12D	0	03	00
	99	8A	0	18	81
	162	6	0	05	22
	99	7	0	00	40
	162	5	0	04	72
	163	3	0	14	53
	163	2	0	12	27
	163	5B	0	01	38
	163	5A	0	10	49
	165	4	0	15	37
	165	5	0	00	40

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	165	10B	0	15	04
	171	14	0	10	24
	171	7	0	03	73
	171	12	0	06	78
	171	5	0	05	76
	172	6	0	18	34
	172	5	0	09	18
	172	3	0	08	69
	176	1	0	06	34
	176	2	0	10	41
	178	4	0	12	71
	178	6	0	05	34
	178	7	0	00	61
	178	5	0	04	82
	179	3	0	06	85
	179	1	0	03	41
	179	5	0	03	49
	180	2	0	16	17
	181	10	0	17	73
	181	2	0	05	31
	196	1	0	01	03
	196	3	0	02	41
	219	1	0	28	90
	219	8	0	01	90
	219	5	0	21	49
	218	8A	0	04	89
	218	7	0	10	36
	218	1B	0	16	54
	218	1A	0	00	40

1	2	3	4	5	6
	215	1C	0	02	69
	215	1B	0	00	97
	215	1A	0	06	24
	215	2	0	35	29
	212	1	0	05	01
	212	2	0	16	66
	212	3	0	04	47
NO.106 PETTASAMUDRAM	2	1C	0	03	88
	2	1B	0	19	11
	2	2B	0	02	38
	2	1A	0	04	57
	2	4	0	11	70
	2	5	0	02	11
	1	5A3	0	09	42
	1	5A4A	0	09	29
	1	4B	0	00	73
	1	4A	0	02	68
	1	3B	0	05	37
	1	3A	0	00	70
	6	4	0	05	65
	5	1	0	09	67
	6	1A	0	19	08
	6	9	0	09	00
	13	1A	0	08	95
	19	4	0	11	32
	19	6B	0	00	40
	19	6A	0	00	40
	19	8	0	04	11
	19	2	0	10	86

1	2	3	4	5	6
	22	1	0	07	65
	24	6	0	05	90
	24	5	0	05	16
	24	4	0	06	84
	24	3A	0	05	29
	24	2B	0	03	56
	24	2A	0	02	07
	24	1A	0	01	99
	30	5	0	04	00
	30	4	0	05	93
	30	3	0	07	14
	30	2	0	05	03
	30	1	0	06	38
	34	5	0	04	53
	34	4	0	04	47
	34	3B	0	03	17
	34	3A	0	01	31
	34	2B	0	02	49
	34	2A	0	03	99
	34	1C2	0	00	40
	35	11A	0	04	56
	35	11B	0	01	85
	35	10	0	05	12
	35	9	0	09	63
	35	8	0	04	63
	35	7	0	04	57
	35	4	0	03	11
	35	5	0	04	18
	55	7B	0	00	64

1	2	3	4	5	6
	55	8A	0	11	85
	55	3	0	00	57
	55	5	0	04	17
	55	4	0	03	99
	55	6	0	00	41
	56	3	0	03	45
	56	2	0	00	69
	56	8	0	03	29
	56	9	0	00	95
	57	10B	0	05	48
	57	7	0	01	38
	57	10A	0	07	83
	76	4C	0	00	40
	76	5	0	03	69
	76	6	0	06	20
	77	1	0	02	00
	83	4	0	01	90
	88	-	0	00	40
	87	4	0	13	31
	87	3	0	03	94
	87	1	0	03	07
	86	2	0	02	72
	86	1	0	04	10
	90	5A	0	00	63
	90	6	0	01	82
	90	1	0	00	40
	90	8	0	02	50
	91	12	0	01	35

1	2	3	4	5	6
	91	10	0	01	50
	91	9	0	01	46
	91	8C	0	02	24
	91	8D	0	00	71
	91	11	0	01	18
	91	7	0	01	10
	91	5	0	00	40
	93	1A	0	00	57
	192	1	0	19	03
	191	5	0	04	61
	191	6A	0	07	60
	191	6B	0	01	85
	191	7A	0	00	42
	191	7B	0	13	46
	191	8B	0	16	05
	189	3	0	02	59
	189	4	0	30	12
	189	5D	0	05	88
	189	5C	0	07	49
	189	5B	0	02	49
	189	5A	0	00	40
	190	6	0	06	53
	190	2	0	14	04
	190	3	0	06	77
	190	1C	0	01	95
NO 104 DATTADRIPURAM	9	8A	0	03	72
	9	3A1	0	11	57
	9	3A2	0	00	40

1	2	3	4	5	6
	9	6A	0	02	40
	9	8B	0	24	91
	8	4C	0	00	40
	8	4B	0	02	37
	8	4A	0	03	70
	8	3B	0	18	83
	8	1B	0	07	83
	8	2A	0	10	28
	24	5	0	09	08
	24	3A	0	03	20
	24	3B	0	20	11
NO.103 KALLASAMUDRAM	1	8	0	13	08
	2	4	0	17	48
	1	3C	0	03	39
	2	5B	0	01	08
	2	6	0	14	80
	5	2B	0	07	87
	5	1B	0	14	33
	6	2B	0	05	88
	6	5B	0	07	93
	6	1A	0	13	03
	12	10C	0	02	90
	12	10B	0	04	87
	12	10D	0	02	85
	12	9B	0	02	48
	12	9A	0	02	98
	12	8B	0	02	34
	12	8A	0	01	29
	12	7	0	07	38

1	2	3	4	5	6
	12	3	0	07	00
	12	10H	0	00	40
	12	6	0	02	14
	12	5C	0	00	40
	12	5B	0	00	70
	12	10I	0	01	69
	15	12B	0	05	95
	15	12A	0	06	35
	15	11	0	02	85
	15	15	0	02	92
	15	14	0	02	57
	15	13	0	02	69
	15	10	0	07	78
	10	8	0	00	40
	10	7	0	00	67
	10	6	0	01	14
	10	5	0	04	39
	15	9	0	00	40
	10	2	0	06	51
	27	5	0	07	70
	27	4	0	04	00
	27	11	0	04	30
	27	10	0	04	65
	27	9	0	04	88
	30	1D	0	03	33
	31	6C2	0	00	40
	31	10	0	00	64
	31	11	0	00	96
	30	1E	0	03	99

1	2	3	4	5	6
	30	1C	0	03	27
	30	1B	0	04	01
	31	4B	0	03	06
	31	4A1	0	03	70
	39	-	0	11	25
	38	6	0	01	58
	38	8	0	11	00
	38	7A	0	00	40
	38	7B	0	08	84
	37	3	0	00	40
	37	2	0	01	05
	37	1	0	02	26
	36	3	0	01	92
	36	2B	0	02	02
	34	10	0	01	45
	36	2A	0	01	36
	36	1	0	03	24
	35	7	0	10	43
	35	9A2	0	00	62
	35	9A1	0	00	40
	35	6B	0	01	87
	35	6C	0	02	00
	35	8	0	04	10
	48	16	0	01	84
	48	17B	0	03	16
	48	17A	0	04	42
	48	18	0	00	48
	49	1B4	0	05	96
	49	1B3	0	10	17

1	2	3	4	5	6
	49	1B5	0	00	45
	50	3B2	0	14	77
	50	9	0	02	20
	50	4	0	01	56
	50	3B1	0	01	50
	50	3A3	0	05	29
	50	3A2	0	00	48
	50	3A1	0	02	78
NO.102 DAGAMTIRTTAPURAM	205	3	0	10	58
	205	1	0	20	28
	206	3B	0	01	10
	206	3A	0	21	69
	206	1B	0	03	36
	206	1A	0	03	84
	208	5	0	05	28
	208	4	0	04	31
	208	3	0	07	73
	208	2	0	04	05
	208	1	0	04	54
	198	8	0	05	19
	198	10	0	02	79
	198	6	0	05	27
	198	5	0	02	27
	199	6	0	01	03
	198	4	0	02	46
	198	3	0	04	66
	199	8	0	04	60
	198	2	0	01	08
	199	7	0	12	02

1	2	3	4	5	6
	196	3	0	08	54
	196	2	0	07	74
	196	1	0	09	61
	225	3	0	12	00
	225	2	0	10	52
	225	13	0	06	85
	225	11	0	01	36
	225	1	0	03	47
	226	1	0	05	37
	168	-	0	21	34
	162	20B	0	01	05
	160	11B	0	05	97
	160	10	0	12	38
	160	9	0	02	05
	160	8	0	02	14
	160	7	0	02	26
	160	6	0	02	15
	160	4	0	02	60
	160	3B	0	02	59
	160	3A	0	01	01
	160	1	0	11	25
	158	4C	0	07	21
	158	4D	0	09	16
	158	12B	0	00	40
	158	4B	0	00	64
	248	9B	0	01	97
	248	9C	0	00	54
	248	9D	0	00	57
	248	9E	0	01	64
	248	8	0	00	40
	249	5D2	0	01	23

1	2	3	4	5	6
NO.101 PUNDI	75	2	0	16	93
	76	5	0	01	62
	77	10	0	02	90
	77	11	0	01	23
	77	9	0	03	00
NO.99 RAYAPPANUR	376	10	0	19	43
	376	13	0	11	90
	376	9	0	03	83

[No. R-25011/17/2004-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 26 अक्टूबर, 2004

का.आ. 2786.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का. आ. संख्या 1689 दिनांक 14 जुलाई, 2004 द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन अधिसूचना प्रकाशित कर, पारादीप हल्दीया पाइपलाइन प्रणाली परियोजना हेतु कच्चे तेल का परिवहन करने के प्रयोजन के लिये उड़ीसा राज्य के पारादीप से पश्चिम बंगाल के हल्दीया तक पाइपलाइन बिछाने हेतु उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट तहसील : बस्ता, बालियापाल, जलेश्वर, जिला: बालासोर, उड़ीसा की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को दिनांक 09-08-2004 तक उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी, उड़ीसा, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

जिला : बालेसर

राज्य : उड़ीसा

तहसील का नाम	गाँव का नाम	खसरा संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
बस्ता	अलाओल	20	0	00	10
		24	0	12	79
		17	0	15	06
		23	0	01	91
	राईसुआं	929	0	15	13
		930	0	01	67
		923	0	04	10
		919	0	17	26
		1568	0	03	90
		941	0	00	60
		914	0	01	85
		1500	0	22	06
		951	0	00	25
		1516	0	00	59
		1519	0	01	97
		952	0	00	10
		1518	0	03	29
		955	0	03	23
		1517	0	08	92
		956	0	01	16
		957	0	06	66
		961	0	00	23
		903	0	03	71
		1494	0	02	00
		1495	0	00	63
		962	0	03	25
		902	0	07	90
		893	0	03	85
		894	0	02	80
		895	0	00	45
		892	0	04	13
		891	0	00	10
		873	0	16	10

1	2	3	4	5	6
		1470	0	00	42
		876	0	02	03
		1480	0	01	05
		1481	0	00	60
		1478	0	01	60
		1479	0	00	10
	कान्ताबनिया	28	0	08	20
		29	0	00	30
		27	0	05	33
		26	0	05	27
		25	0	04	91
		22	0	05	12
		17	0	00	43
		16	0	00	41
		2	0	00	60
		152	0	03	20
		3	0	28	29
		5	0	00	30
		4	0	09	89
	खन्डाहार	1131	0	07	99
		1121	0	05	39
		1120	0	15	11
		1119	0	03	02
		1118	0	00	53
		1117	0	01	76
		1143	0	11	09
		1115	0	00	10
		1068	0	00	92
		1021	0	12	99
		1022	0	03	39
		1023	0	02	74
		1035	0	00	66
		1038	0	04	23
		1037	0	04	49
		1036	0	03	36
	नयापडा	1122	0	24	35
		1128	0	02	43
		1136	0	00	34
		1135	0	03	95

1	2	3	4	5	6
		1129	0	00	10
		1130	0	09	17
		1131	0	00	10
		1068	0	01	61
		1067	0	01	42
		1066	0	01	79
		840	0	05	32
		839	0	01	52
		841	0	03	32
		842	0	00	10
		838	0	08	82
		835	0	08	20
		836	0	14	87
		876	0	00	68
		878	0	05	83
		877	0	00	90
		879	0	04	98
		881	0	14	51
		885	0	14	83
	गोबिन्दा	971	0	14	50
		970	0	02	33
		972	0	00	10
		980	0	14	09
		981	0	08	87
		982	0	00	80
		983	0	14	56
		987	0	02	16
		988	0	09	98
		1015	0	00	54
		1069	0	03	17
		1070	0	10	86
		1071	0	07	57
		1462	0	05	03
		1461	0	05	64
		1458	0	11	97
		1459	0	02	24
		1457	0	00	61
		1456	0	10	16
		1454	0	07	37
		1453	0	05	63

1	2	3	4	5	6
		1452	0	02	52
		1355	0	00	56
		1244	0	09	07
		1246	0	05	60
		1245	0	11	38
		1247	0	00	22
		1248	0	01	64
		1249	0	23	26
	अगामौदा	681	0	08	01
		682	0	18	41
		686	0	08	72
		687	0	08	53
		653	0	00	78
		614	0	10	41
		613	0	03	71
		601	0	14	44
		602	0	03	03
		709	0	02	61
		607	0	06	14
		608	0	00	25
		606	0	11	81
		569	0	00	56
		502	0	17	67
		558	0	00	36
		557	0	11	69
		503	0	01	21
		556	0	17	96
		554	0	00	43
		504	0	00	10
		555	0	03	40
		543	0	08	00
		538	0	07	95
		530	0	01	69
		531	0	00	51
	कडामौदा	473	0	00	33
		474	0	08	79
		470	0	00	69
		468	0	09	32
		467	0	04	89
		427	0	06	61

1	2	3	4	5	6
		469	0	01	02
		466	0	01	20
		465	0	01	32
		431	0	00	37
		436	0	07	59
		432	0	11	05
		433	0	00	18
		455	0	07	95
		434	0	00	45
		438	0	00	21
		437	0	05	82
		440	0	06	48
		435	0	02	83
		443	0	03	62
		441	0	00	10
		442	0	00	23
		447	0	04	94
	बरहमपुर	1117	0	00	10
		1116	0	10	38
		1115	0	10	85
		1114	0	00	10
		1113	0	00	26
		1111	0	03	40
		1110	0	00	17
		1112	0	09	23
		1109	0	05	73
		1104	0	00	37
		1105	0	06	16
		1106	0	00	71
		1039	0	01	06
		1005	0	01	16
		1004	0	02	42
		1003	0	13	95
		1002	0	00	51
	कडा	7	0	07	48
		6	0	10	60
		5	0	01	92
		1	0	04	29
		4	0	01	80
		3	0	00	82

1	2	3	4	5	6
		2	0	09	82
	भिरिगिमुंडी	1129	0	08	45
		1138	0	17	49
		1133	0	15	31
		1134	0	07	31
		1043	0	13	60
		1040	0	12	51
		1038	0	07	55
		1039	0	02	11
		1037	0	04	86
		1036	0	02	14
		1035	0	12	81
		1021	0	00	91
		1014	0	03	24
		1015	0	03	83
		1017	0	15	57
		940	0	03	34
	हुजा	1	0	02	76
		16	0	02	34
		14	0	07	37
		13	0	10	95
		12	0	03	92
		11	0	06	59
		32	0	02	18
		31	0	06	15
		42	0	08	91
		40	0	00	36
		37	0	00	13
		38	0	12	44
		39	0	05	86
	आंको	2240	0	03	31
		2241	0	06	83
		2242	0	01	11
		2243	0	00	66
		2247	0	01	16
		2248	0	28	10
		2249	0	05	20
		2004	0	04	12
		2002	0	06	71
		1998	0	00	44

1	2	3	4	5	6
		1999	0	05	11
		2001	0	04	57
		2000	0	03	54
		1991	0	00	81
		1966	0	08	68
		1965	0	00	10
		1959	0	00	10
		1958	0	13	49
		1951	0	03	25
		1950	0	03	12
		1949	0	08	69
		1948	0	08	13
	टोलकडिहा	2	0	03	75
		1	0	03	60
		5	0	04	56
		6	0	03	71
	गोठोगडिया	310	0	01	13
		311	0	00	28
		312	0	05	21
		316	0	00	67
		317	0	00	64
		324	0	08	09
		323	0	04	09
		322	0	04	63
		326	0	22	78
		329	0	00	28
		328	0	03	41
		331	0	00	10
		330	0	06	19
		332	0	08	25
		291	0	00	10
		290	0	00	65
		256	0	15	77
		255	0	08	56
		254	0	00	47
		253	0	04	17
		252	0	04	72
		248	0	01	00
		249	0	01	31
		242	0	04	80

1	2	3	4	5	6
		241	0	01	60
		352	0	03	30
	मैसियाली	116	0	12	38
		118	0	00	15
		110	0	05	52
		108	0	00	82
		45	0	05	30
		46	0	03	23
		48	0	02	27
		47	0	04	09
		49	0	04	95
		50	0	07	73
		56	0	15	06
		57	0	08	44
		58	0	01	50
		55	0	01	37
		21	0	00	12
		3	0	01	50
		2	0	02	10
		1	0	02	41
	धपाकन्द	98	0	02	77
		97	0	02	72
		96	0	03	26
		94	0	00	55
		95	0	06	17
		102	0	10	49
		104	0	04	08
		105	0	00	90
		106	0	00	64
		103	0	13	35
		118	0	00	51
		117	0	00	47
		129	0	24	47
		135	0	00	10
		145	0	02	39
		144	0	10	76
		147	0	01	97
		143	0	00	10
		148	0	20	56
		154	0	00	10

1	2	3	4	5	6
		149	0	01	57
		150	0	05	59
		153	0	01	25
		151	0	00	32
		152	0	01	10
		157	0	00	91
		140	0	00	10
		158	0	05	60
		161	0	00	42
	बउखुदी	1016	0	00	97
		1017	0	06	03
		1018	0	02	11
		1019	0	04	00
		1021	0	01	46
		1020	0	11	80
		1025	0	01	64
		1058	0	00	10
		1057	0	04	76
		1056	0	06	59
		1055	0	00	27
		1027	0	01	36
		1042	0	01	93
		1034	0	01	15
		1035	0	07	97
		1036	0	11	62
		1048	0	24	24
		1074	0	02	04
		1113	0	00	10
		1112	0	06	36
		1110	0	00	49
		1109	0	11	10
		1108	0	01	18
		1107	0	01	30
		1119	0	13	66
		1127	0	00	10
		1126	0	11	20
		1124	0	11	33
		1123	0	00	66
	तिगीरिया	162	0	00	61
		160	0	01	38

1	2	3	4	5	6
		161	0	15	99
		157	0	01	78
		146	0	07	60
		147	0	01	95
		148	0	03	87
		145	0	02	64
		144	0	02	16
		140	0	00	13
		278	0	01	31
		136	0	14	07
		139	0	01	44
		138	0	03	63
		277	0	01	44
		111	0	06	55
		112	0	01	83
		113	0	04	20
		114	0	08	77
		115	0	06	35
		116	0	17	11
		98	0	00	69
		88	0	07	25
		92	0	00	12
		90	0	04	82
		91	0	00	10
	पोडापाडा	147	0	11	01
		155	0	01	06
		156	0	09	99
		158	0	07	93
		159	0	00	38
		167	0	02	64
		166	0	03	49
		164	0	07	15
		170	0	00	96
		173	0	00	49
		174	0	04	67
		176	0	03	07
		175	0	00	21
		177	0	09	32
		202	0	00	40
		203	0	00	12

1	2	3	4	5	6
		201	0	00	10
		181	0	08	09
		183	0	01	21
		200	0	20	93
		198	0	15	40
		205	0	00	10
		207	0	01	69
	लक्ष्मणपडा	340	0	01	99
		339	0	09	26
	धनाहांडा	660	0	05	41
		661	0	00	95
		659	0	15	91
		665	0	02	22
		637	0	00	72
		618	0	02	81
		620	0	02	98
		619	0	01	15
		627	0	00	65
		628	0	00	15
		615	0	04	38
		614	0	14	22
		597	0	01	12
		193	0	00	59
		196	0	00	81
		190	0	00	35
		194	0	08	20
		189	0	00	54
		188	0	00	10
		186	0	08	45
		184	0	00	71
		132	0	10	35
		133	0	03	76
		131	0	07	09
		129	0	00	10
		130	0	03	21
		135	0	01	05
		31	0	04	91
		33	0	01	02
		32	0	06	50
		34	0	00	22

1	2	3	4	5	6
		29	0	10	56
		28	0	02	77
		30	0	00	10
		411	0	16	45
		12	0	02	05
	कदलिहन्डा	338	0	04	72
		419	0	00	42
		418	0	03	30
		420	0	00	62
		416	0	05	16
		415	0	02	70
		427	0	01	02
		414	0	02	35
		413	0	01	94
		372	0	00	79
		412	0	00	95
		404	0	11	29
		405	0	01	78
		403	0	03	68
		472	0	00	20
		402	0	00	28
		400	0	00	10
		399	0	03	46
		474	0	03	39
		475	0	00	10
		962	0	02	74
		477	0	04	33
		1178	0	01	06
		518	0	01	97
		519	0	00	94
		602	0	03	80
		520	0	00	27
		521	0	04	34
		531	0	02	26
		530	0	04	43
		529	0	06	76
		545	0	02	36
		543	0	01	72
		544	0	03	11
		555	0	00	53

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		556	0	04	93
		565	0	02	09
		567	0	03	34
		568	0	08	30
		566	0	02	81
		564	0	03	39
		569	0	14	77
		579	0	08	98
		570	0	04	14
		571	0	04	17
		572	0	00	73
		573	0	04	31
		574	0	00	57
		575	0	00	21
		186	0	04	85
		1173	0	05	30
	कुंडेई	784	0	01	80
		426	0	02	03
		311	0	01	96
		315	0	00	88
		312	0	02	71
		314	0	00	22
		313	0	04	33
		309	0	00	25
		308	0	02	22
		306	0	00	10
		307	0	05	84
		301	0	00	80
		302	0	07	30
		304	0	01	62
		303	0	05	55
		324	0	02	89
		325	0	03	22
		326	0	02	01
		327	0	02	01
		359	0	04	76
		358	0	03	12
		360	0	03	58
		357	0	12	31
		392	0	09	25

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		398	0	00	72
		399	0	00	93
		400	0	03	53
		401	0	03	85
		402	0	02	58
		403	0	18	15
		404	0	24	77
		347	0	00	19
		230	0	00	56
		226	0	00	19
		225	0	04	84
		227	0	00	10
		206	0	10	21
		208	0	07	67
	पलासिया	139	0	06	49
		138	0	12	27
		137	0	05	48
		126	0	12	26
		132	0	04	40
		26	0	00	82
		60	0	06	82
		62	0	12	51
		64	0	00	83
		63	0	02	90
		65	0	03	44
		66	0	09	16
		67	0	05	29
		68	0	01	62
		69	0	04	69
		74	0	00	75
		72	0	00	10
		70	0	06	47
	दराडा	2000	0	07	23
		2001	0	07	99
		2002	0	07	31
		2908	0	02	35
		2909	0	43	20
		2911	0	12	74
		2910	0	00	75
		2912	0	01	72

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		2915	0	09	33
		2916	0	02	19
		2922	0	00	10
		2923	0	06	77
		2924	0	04	86
		2925	0	01	48
		2926	0	11	54
		2952	0	20	90
		2947	0	01	08
		2946	0	18	59
		2959	0	09	71
		2968	0	10	75
		2970	0	02	97
		2971	0	04	09
		2966	0	00	10
		2981	0	03	13
		2979	0	01	00
		2980	0	04	99
		2988	0	09	53
		2989	0	02	70
		2990	0	04	55
		3115	0	05	65
		3114	0	10	24
		3113	0	02	17
		3112	0	03	20
		3109	0	00	10
		3111	0	01	73
		3110	0	00	74
		3144	0	02	28
		3145	0	00	10
		3087	0	04	33
		3085	0	00	49
		3086	0	02	03
		3084	0	00	98
		3082	0	01	37
		3081	0	00	10
		3083	0	02	28
		3148	0	02	92
		3149	0	00	59
		3156	0	03	90

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		3151	0	02	30
		3153	0	00	47
		3167	0	01	81
		3168	0	01	12
		3169	0	05	35
		3170	0	05	40
		3171	0	01	30
		3212	0	00	10
	दण्डि	77	0	00	18
		71	0	03	87
		76	0	09	08
		75	0	01	02
		78	0	02	31
		79	0	01	49
		80	0	02	35
		81	0	00	10
		82	0	02	64
		83	0	00	45
		84	0	06	20
		93	0	06	47
		85	0	03	35
		86	0	05	53
		161	0	01	89
	दुन्डा	154	0	04	52
		440	0	04	02
		441	0	02	39
		442	0	04	32
		443	0	03	96
		446	0	03	40
		461	0	01	64
		450	0	05	57
		449	0	00	77
		454	0	04	86
		455	0	05	38
		457	0	04	35
		456	0	04	70
		404	0	06	23
		403	0	00	35
		492	0	07	08

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		391	0	11	79
		390	0	00	30
		387	0	00	82
		385	0	12	99
		519	0	16	08
		530	0	00	56
		529	0	09	33
		528	0	01	92
		531	0	11	27
		532	0	01	98
		535	0	07	45
		1184	0	01	85
		1185	0	05	77
		1186	0	09	35
		1187	0	02	63
		1188	0	11	49
		1229	0	03	67
		1230	0	02	54
		1231	0	01	65
		1241	0	00	34
	कुसिदा	24	0	00	63
		25	0	02	39
		63	0	01	19
		64	0	10	88
		65	0	01	57
		117	0	00	84
		127	0	01	39
		128	0	09	71
		132	0	06	86
		133	0	06	12
		135	0	05	18
		138	0	15	28
		140	0	03	47
		141	0	04	45
		142	0	02	81
		143	0	02	61
		150	0	00	46
		151	0	03	63
		149	0	00	30

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		153	0	12	10
		154	0	01	70
		161	0	04	18
		169	0	00	98
		170	0	09	04
		171	0	01	32
		172	0	03	21
		173	0	02	79
		174	0	03	18
		175	0	02	22
		176	0	00	33
		177	0	02	69
	छछिना	757	0	00	10
		766	0	15	88
		767	0	04	16
	सियालियापठा	37	0	18	34
		33	0	13	97
		40	0	01	12
		22	0	00	75
		13	0	06	59
		21	0	11	61
		14	0	01	38
	बालिसाही	425	0	03	76
		2356	0	04	47
		2358	0	01	02
		426	0	02	47
		2367	0	06	85
		428	0	00	72
		429	0	00	41
		528	0	07	57
		430	0	03	76
		527	0	04	81
		431	0	00	10
		526	0	03	39
		523	0	03	69
		522	0	03	22
		2346	0	00	89
		509	0	04	70
		508	0	03	20

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		507	0	05	57
		448	0	02	33
		447	0	01	55
		449	0	01	72
		450	0	04	31
		451	0	03	18
		457	0	00	90
		459	0	02	01
		458	0	02	41
		467	0	04	23
		498	0	00	58
		497	0	01	98
		482	0	05	25
		2362	0	01	49
		481	0	02	46
		485	0	05	90
		477	0	03	30
		476	0	01	00
		486	0	05	94
		2260	0	01	71
	पुदुरा	246	0	01	28
		245	0	05	35
		249	0	09	96
		237	0	09	87
		236	0	06	47
		235	0	00	51
		224	0	01	06
		225	0	03	97
		223	0	01	93
		220	0	09	58
		215	0	01	10
		214	0	10	30
		212	0	12	90
		213	0	00	10
		210	0	00	20
		211	0	06	68
		209	0	00	95
		208	0	02	13
		207	0	06	30

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		203	0	03	90
		181	0	00	15
		202	0	04	33
		201	0	05	50
		185	0	01	50
		184	0	03	65
	कमारगठिया	31	0	03	22
		32	0	01	93
		33	0	02	15
		28	0	01	39
		43	0	02	24
		27	0	01	01
		44	0	05	35
		45	0	07	32
		25	0	04	75
		48	0	01	87
		22	0	07	65
		49	0	02	09
		20	0	09	50
		56	0	00	80
		57	0	04	83
		19	0	02	21
	जामसुली	1691	0	00	87
		1692	0	05	69
		1694	0	04	01
		1695	0	02	05
		2275	0	03	75
		2276	0	01	51
		1696	0	07	40
		1684	0	00	43
		1697	0	09	50
		1678	0	01	30
		1700	0	08	14
		1707	0	00	10
		1701	0	03	25
		1705	0	05	90
		1704	0	11	98
		1703	0	00	10
		1725	0	02	24

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		1727	0	04	66
		1866	0	00	67
		1728	0	03	47
		1729	0	02	33
		1736	0	07	17
		1737	0	02	57
		1738	0	04	01
		1754	0	04	20
		1755	0	05	15
		1753	0	03	73
		1761	0	00	78
		1760	0	06	08
		1762	0	11	36
		1797	0	14	38
		1775	0	01	47
		1774	0	14	02
		1784	0	07	43
		1785	0	17	02
		1786	0	03	43
	गुहालिपडा	364	0	00	10
		374	0	05	62
		414	0	01	70
		415	0	01	25
		416	0	01	76
		467	0	03	22
		1309	0	02	34
		466	0	00	10
		468	0	01	74
		469	0	01	69
		1401	0	08	20
		472	0	11	58
		473	0	10	09
		474	0	00	10
		645	0	09	71
		644	0	12	83
		643	0	10	03
		1412	0	06	73
		642	0	06	42
		641	0	14	97

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		674	0	02	53
		1351	0	03	02
		676	0	10	69
		693	0	09	40
		692	0	07	84
		691	0	00	10
	आलुयापडा	302	0	08	11
		301	0	07	87
		300	0	01	37
		299	0	09	23
		298	0	01	87
		297	0	01	29
		296	0	03	64
		295	0	00	36
		293	0	05	80
		294	0	01	50
		286	0	08	79
		285	0	06	53
		284	0	01	14
		283	0	05	44
		339	0	01	17
		440	0	02	79
		338	0	01	95
		340	0	05	90
		344	0	04	64
		345	0	04	69
		346	0	02	75
	पथदुर्गा	1307	0	02	66
		1305	0	01	47
		1308	0	05	23
		1309	0	04	63
		1310	0	03	55
		1316	0	02	84
		1313	0	08	72
	त्रैलोकी	358	0	05	59
		359	0	03	08
		357	0	01	31
		360	0	05	72
		361	0	03	18
		362	0	03	40

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		364	0	06	03
		338	0	02	27
		365	0	00	30
		337	0	05	30
		336	0	05	07
		335	0	06	09
		334	0	05	30
		448	0	00	96
		330	0	07	84
		313	0	00	49
		456	0	02	28
		310	0	09	31
		311	0	01	68
		326	0	02	49
		314	0	00	49
		325	0	00	77
		324	0	02	84
		322	0	03	40
		323	0	18	19
		321	0	00	10
	सिंगीपुर	115	0	00	10
		116	0	10	84
		117	0	04	62
		133	0	00	86
	नवेरा	171	0	00	10
		170	0	01	08
		169	0	01	88
		168	0	02	41
		156	0	18	04
		155	0	01	72
		154	0	01	32
		153	0	03	22
		152	0	02	11
		151	0	02	32
		150	0	02	08
		149	0	02	13
		147	0	01	15
		148	0	08	31
		2793	0	03	03

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		132	0	12	90
		135	0	00	49
		134	0	01	20
		133	0	03	41
		1164	0	05	24
		1163	0	06	82
		2144	0	04	03
		2145	0	02	54
		2146	0	02	50
		2147	0	08	14
		2150	0	00	96
		2216	0	02	58
		2215	0	03	95
		2218	0	07	03
		2217	0	01	31
		2214	0	00	85
		2213	0	03	79
		2219	0	06	42
		2209	0	02	13
		2220	0	02	65
		2360	0	07	90
		2361	0	06	55
		2362	0	00	24
		2363	0	00	81
		2364	0	02	64
		2366	0	00	10
		2365	0	05	51
		2350	0	09	32
		2369	0	01	09
		2452	0	07	61
		2451	0	06	32
		2450	0	00	10
		2455	0	00	10
		2456	0	04	72
		2457	0	03	22
		2448	0	01	19
		2458	0	00	45
		2460	0	06	71
		2459	0	02	29

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		3465	0	06	55
		2469	0	02	63
		2467	0	00	40
		2468	0	01	15
		2503	0	05	27
		2471	0	00	86
		2502	0	07	14
		2500	0	08	99
		2499	0	06	20
		2498	0	01	59
		2497	0	03	45
		2495	0	00	10
		2496	0	06	23
बालियापाल	रेमु	1565	0	06	95
		1564	0	05	74
		1571	0	05	37
		1570	0	00	13
		1572	0	00	10
		1995	0	09	17
		1549	0	00	64
		1574	0	08	26
		1573	0	00	76
		1575	0	00	49
		1531	0	08	88
		1530	0	01	12
		1529	0	06	12
		1528	0	02	66
		1527	0	05	44
		1517	0	03	22
		1516	0	12	79
		1515	0	03	76
		1506	0	03	32
		1507	0	11	24
		1319	0	02	42
		1324	0	01	30
		1333	0	00	10

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		1334	0	00	83
		1335	0	01	75
		1336	0	00	10
		1286	0	01	54
		1285	0	01	57
		1284	0	01	53
		1010	0	00	91
		1009	0	01	17
		1001	0	01	62
		1008	0	02	10
		1002	0	05	00
		1003	0	03	64
		995	0	00	67
		1005	0	00	10
		994	0	15	81
		853	0	00	72
		1959	0	01	67
		983	0	04	56
		861	0	03	95
		865	0	08	16
		982	0	00	97
		866	0	03	43
		824	0	02	72
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		822	0	00	97
		801	0	00	10
		802	0	01	89
		803	0	04	78
		804	0	03	89
		791	0	00	69
		790	0	06	72
		789	0	02	84
		788	0	01	32
		888	0	00	35
		889	0	09	50
		890	0	00	96
		785	0	13	45
		784	0	00	70
		779	0	02	80

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		728	0	00	10
		729	0	00	57
		730	0	08	84
		751	0	01	22
		750	0	11	66
	गोकुलानन्दपुर	128	0	08	16
		127	0	00	10
		131	0	14	18
		126	0	08	58
	धानंदा	276	0	07	03
		427	0	00	42
		281	0	12	22
		294	0	04	24
		295	0	00	15
		293	0	05	74
		282	0	00	69
		291	0	00	81
		290	0	06	25
		416	0	00	88
		289	0	03	25
		302	0	01	58
		303	0	02	18
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		309	0	09	90
		312	0	00	10
		310	0	01	01
		311	0	03	05
		352	0	04	69
		392	0	03	50
		350	0	00	19
		351	0	02	30
		401	0	00	83
		345	0	00	49
		344	0	10	35
		338	0	02	25
		337	0	01	37
		336	0	01	72

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	निखीरा	1685	0	07	15
		1251	0	01	12
		1260	0	00	10
		1674	0	03	46
		1252	0	14	48
		1263	0	04	21
		1192	0	10	76
		1193	0	00	11
		1191	0	01	82
		1190	0	04	63
		1189	0	06	75
		1188	0	00	39
		1187	0	00	10
		1278	0	02	09
		1279	0	04	51
		1280	0	01	58
		2561	0	04	51
		2560	0	02	98
		1286	0	01	88
		1297	0	03	33
		1295	0	00	71
		1298	0	00	22
		1296	0	02	40
		1293	0	00	14
		1287	0	05	94
		1288	0	00	95
		1290	0	04	49
		1289	0	04	31
		2582	0	01	14
		1171	0	00	10
		1312	0	01	35
		1331	0	00	10
		1332	0	08	82
		1333	0	03	41
		1334	0	00	71
		1335	0	02	59
		1337	0	01	33
		1336	0	01	61
		2642	0	00	71

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		2639	0	01	80
		1112	0	05	22
		1111	0	03	73
		1091	0	02	59
		1093	0	02	15
		1092	0	00	58
		1002	0	08	92
		2507	0	00	10
		1089	0	00	14
		991	0	00	39
		994	0	00	10
		996	0	00	29
		959	0	00	10
		2454	0	00	10
		990	0	00	70
		989	0	09	13
		988	0	09	23
		987	0	03	02
		992	0	01	32
		985	0	02	30
		983	0	05	55
		982	0	00	29
		981	0	03	84
		980	0	00	64
		979	0	00	74
		978	0	00	26
		977	0	03	04
		976	0	01	72
		1018	0	01	82
		2450	0	03	61
		966	0	02	35
		2458	0	02	27
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		963	0	01	35
		960	0	01	93
		961	0	01	07
		962	0	00	10
		938	0	02	26

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		935	0	04	10
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		707	0	04	54
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		689	0	05	68
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		694	0	00	21
		688	0	01	84
		687	0	02	58
		686	0	02	25
		685	0	04	95
		683	0	01	76
		679	0	00	99
		678	0	03	82
		675	0	00	48
		677	0	00	52
		676	0	04	54
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		601	0	01	65
		2516	0	01	25
		2515	0	00	86
		2514	0	00	72
		602	0	00	60
		603	0	01	20
		600	0	02	25
		604	0	00	56
		606	0	01	18
		607	0	00	10
		553	0	12	99
		2447	0	02	52
		562	0	04	72
		561	0	02	12
		560	0	00	14
		559	0	02	73

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		558	0	00	64
	पालपडा	1477	0	02	27
		1480	0	00	38
		1478	0	03	87
		1479	0	01	68
		1504	0	01	50
		1511	0	00	10
		1510	0	00	73
		1509	0	02	36
		1508	0	04	01
		1514	0	02	76
		1507	0	00	10
		2392	0	00	10
		1506	0	00	48
		2391	0	00	63
		1515	0	00	26
		1525	0	01	33
		1524	0	02	98
		1527	0	02	77
		1650	0	01	06
		1649	0	06	31
		1648	0	03	83
		1646	0	03	28
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		1660	0	09	48
		1348	0	02	54
		2394	0	00	56
		1637	0	00	10
		1661	0	03	20
		1662	0	00	29
		2213	0	02	40
		1664	0	02	44
		1665	0	02	73
		1666	0	01	46
		1667	0	00	87
		1668	0	00	34
		1669	0	00	10

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		1679	0	02	90
		1694	0	07	19
		1345	0	00	75
		1344	0	00	10
		2271	0	01	45
		1349	0	04	84
		1350	0	00	10
		1346	0	02	54
		1351	0	04	19
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		1347	0	05	05
		1176	0	15	29
		1170	0	00	21
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		1168	0	00	70
		1167	0	00	83
		1166	0	02	04
		2410	0	00	56
		1177	0	03	19
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		1180	0	04	40
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		1181	0	07	50
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		1187	0	06	28
		1188	0	09	43
		1189	0	11	28
		1001	0	04	64
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		1000	0	08	09
		1004	0	03	90
		1006	0	03	64
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		2189	0	12	50
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		2314	0	01	17
		912	0	00	51
		2162	0	06	80
		910	0	00	10
		913	0	02	27
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		783	0	00	27
		2244	0	00	54
		784	0	08	92
		785	0	03	15
		786	0	10	48
		787	0	01	36
		788	0	02	22
		2344	0	01	36
		789	0	02	48
		790	0	03	47
		807	0	01	99
		806	0	06	56
		805	0	00	60
		536	0	00	36
		537	0	02	17
		538	0	00	64
		547	0	01	93
		548	0	01	09
		535	0	00	19
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		534	0	00	10
		549	0	03	14
		550	0	02	02
		551	0	01	38
		555	0	04	21
		556	0	00	41
		574	0	00	45
		573	0	06	35
		572	0	01	20
		568	0	00	32
		581	0	07	45
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		184	0	00	97
		190	0	01	13
		191	0	01	42
		192	0	01	44
		193	0	03	20
		194	0	00	33
		2365	0	02	42
		195	0	00	80
		197	0	00	23
		196	0	01	70
		207	0	00	10
		204	0	01	94
		206	0	03	32
		205	0	00	41
		211	0	01	31
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		213	0	05	50
		224	0	02	54
		43	0	00	68
		223	0	01	05
		229	0	00	29
		230	0	00	15
		42	0	01	65
		41	0	02	28
		40	0	01	87
		37	0	05	72
		34	0	02	64
		32	0	09	80
	दखिनपडा	43	0	04	21
		44	0	01	06
		45	0	01	37
		46	0	00	38
		47	0	00	10
		800	0	04	18
		42	0	02	09
		41	0	07	46

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		40	0	08	02
		34	0	06	41
		36	0	00	27
		35	0	01	20
		1	0	04	70
		2	0	00	51
		750	0	04	34
		758	0	00	91
जलेश्वर	उत्तरपडा	1050	0	12	43
		1051	0	00	69
		1052	0	00	54
		1093	0	02	01
		960	0	04	47
		959	0	03	49
		957	0	01	02
		955	0	00	85
		956	0	01	79
		1735	0	01	68
		952	0	00	10
		951	0	01	42
		839	0	01	28
		894	0	05	36
		893	0	02	28
		843	0	00	30
		842	0	00	10
		892	0	01	72
		1653	0	01	35
		844	0	02	39
		890	0	00	39
		1652	0	01	92
		846	0	03	18
		1585	0	02	47
		867	0	01	21
		847	0	03	11
		848	0	00	75
		849	0	01	07
		1614	0	02	49
		797	0	01	20
		610	0	04	92

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		611	0	02	43
		612	0	03	77
		642	0	01	41
		641	0	04	32
		640	0	01	91
		647	0	00	14
		648	0	02	31
		649	0	00	25
		650	0	01	91
		639	0	01	47
		651	0	01	60
		636	0	01	44
		1570	0	01	70
		637	0	06	40
		664	0	00	08
		631	0	00	68
		666	0	00	47
		667	0	01	45
		666	0	00	90
		669	0	04	19
		670	0	04	49
		671	0	00	13
		1746	0	00	60
		673	0	01	67
		672	0	08	26
		681	0	00	42
		683	0	00	12
	खालाबडिया	97	0	00	18
		98	0	00	18
		99	0	02	58
		101	0	02	15
		812	0	01	26
		100	0	01	92
		890	0	00	43
		112	0	09	05
		892	0	02	31
		893	0	00	77
		119	0	04	24
		242	0	06	06

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		243	0	04	15
		245	0	03	65
		244	0	02	75
		246	0	02	85
		247	0	00	38
		237	0	06	99
		249	0	02	83
		235	0	00	10
		234	0	04	08
		251	0	00	31
		233	0	05	50
		252	0	01	57
		253	0	05	15
		254	0	05	83
		277	0	00	45
		276	0	04	99
		258	0	05	45
		255	0	00	40
		257	0	02	43
		259	0	02	70
		260	0	02	56
		897	0	01	24
		261	0	00	66
	कसिदा	1510	0	18	06
		1509	0	04	44
		1173	0	00	80
		1508	0	02	37
		1174	0	03	90
		1718	0	03	23
		1175	0	04	09
		1176	0	07	56
		1183	0	00	45
		1181	0	00	70
		1177	0	00	60
		1180	0	02	78
		1179	0	02	92
		1178	0	03	05
		1254	0	10	68
		1251	0	00	35

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		1244	0	04	64
		1243	0	04	03
		1241	0	05	53
		1240	0	00	06
		1239	0	03	84
		1290	0	07	17
		1291	0	04	79
		1292	0	01	61
		1293	0	02	35
		572	0	08	84
		1299	0	00	14
		573	0	00	59
		531	0	00	45
		543	0	00	90
		544	0	02	99
		571	0	00	14
		570	0	02	19
		566	0	00	10
		569	0	00	02
		1705	0	02	01
		554	0	02	51
		555	0	02	86
		565	0	03	94
		556	0	06	79
		557	0	07	93
		551	0	00	49
		561	0	00	07
		558	0	06	84
		1347	0	01	57
		350	0	01	15
		351	0	02	32
		355	0	00	46
		347	0	02	55
		346	0	11	25
		327	0	00	36
		329	0	02	82
		328	0	01	95
		330	0	04	60

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		331	0	01	56
		317	0	02	63
		315	0	00	56
		316	0	05	75
		312	0	01	39
		313	0	02	28
	देवकुमार	161	0	06	03
		162	0	00	39
		156	0	04	75
		155	0	03	77
		154	0	05	07
		153	0	00	97
		157	0	00	10
		152	0	03	69
		151	0	01	62
		97	0	01	29
		150	0	00	38
		98	0	05	42
		144	0	00	26
		99	0	07	04
		101	0	02	88
		102	0	01	25
		100	0	02	08
		103	0	07	32
		107	0	00	62
		108	0	09	57
		112	0	00	57
		109	0	05	15
		231	0	06	00
		227	0	03	08
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		235	0	08	47
		236	0	05	11
		240	0	03	18
		241	0	05	40
		243	0	05	41
		244	0	00	42

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		248	0	04	52
		249	0	00	79
		674	0	00	29
		675	0	01	42
	गौरीबेलवा	541	0	03	10
		542	0	03	84
		543	0	01	99
		926	0	03	42
		546	0	01	32
		862	0	06	94
		863	0	02	96
		864	0	02	55
		871	0	01	95
		869	0	00	13
		870	0	05	22
	सुल्तानपुर	75	0	02	07
		76	0	00	10
		77	0	00	10
		79	0	04	75
		80	0	00	74
		81	0	00	89
		139	0	05	99
		126	0	06	23
		127	0	00	87
		135	0	02	46
	सिमलिया	37	0	00	58
		38	0	05	22
		47	0	05	55
		52	0	00	10
		48	0	06	28
		49	0	01	93
		50	0	04	35
		67	0	05	84
		68	0	06	49
		127	0	01	72
		134	0	03	58
		128	0	10	12
		130	0	01	47
		131	0	01	15

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		132	0	02	47
		122	0	04	25
		160	0	01	38
		161	0	05	20
		156	0	05	86
		155	0	02	06
		154	0	00	89
		164	0	05	34
		222	0	07	42
		223	0	00	12
		215	0	02	83
		216	0	00	10
		217	0	00	10
		214	0	02	73
		213	0	06	23
		212	0	00	18
		211	0	05	23
	घांटियाडी	72	0	01	66
		73	0	02	98
		71	0	05	07
		74	0	03	51
		76	0	02	18
		75	0	03	28
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		81	0	00	41
		80	0	04	26
		83	0	04	70
		84	0	04	97
		85	0	04	64
		86	0	06	09
		209	0	00	24
		208	0	04	59
		1110	0	01	87
		207	0	02	23
		210	0	04	43
		211	0	00	16
		212	0	03	90
		214	0	00	10
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		215	0	00	84
		546	0	07	50
		544	0	04	97
		558	0	00	12
		543	0	08	58
		542	0	02	97
		541	0	01	34
		537	0	06	04
		534	0	04	10
		535	0	04	21
		784	0	00	39
		807	0	01	49
		1179	0	00	06
		1178	0	00	93
		786	0	02	12
		788	0	01	99
		787	0	02	39
		789	0	02	41
		790	0	02	27
		778	0	03	59
		1176	0	00	59
		794	0	01	36
		795	0	02	09
		777	0	01	83
		774	0	01	11
		773	0	00	81
		796	0	01	21
		797	0	00	10
		798	0	00	10
		772	0	05	45
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		888	0	00	28
		887	0	02	30
		886	0	06	61
		885	0	05	68
		884	0	01	16
		846	0	08	36
		834	0	00	10

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		847	0	10	87
		849	0	01	17
		850	0	01	61
		854	0	00	23
		851	0	05	80
		852	0	00	69
	झाउपिपल	1246	0	02	29
		1228	0	00	32
	खुलुडा	2753	0	01	21
		2106	0	02	18
		2105	0	00	97
		2104	0	00	95
		2103	0	01	42
		2108	0	15	51
		2109	0	01	93
		2147	0	01	13
		2146	0	06	86
		2145	0	01	55
		2152	0	10	97
		2179	0	00	48
		2170	0	01	84
		2178	0	01	11
		2177	0	02	89
		2176	0	05	66
		2180	0	06	15
		2181	0	01	15
		2175	0	00	24
		2546	0	04	40
		2545	0	01	25
		2547	0	01	11
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		2852	0	07	51
		2872	0	00	10
		2560	0	05	69
		2542	0	01	95
		2561	0	04	43
		2562	0	04	58
		2533	0	04	59

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		2531	0	04	96
		2578	0	01	19
		2751	0	02	13
	उलुडा	1	0	02	17
		84	0	08	80
		85	0	01	14
		83	0	03	35
		89	0	00	64
		81	0	03	86
		82	0	01	88
		80	0	00	95
		98	0	00	10
		79	0	01	38
		99	0	00	10
		78	0	01	16
		77	0	01	59
		76	0	00	78
		102	0	00	21
		75	0	00	77
		103	0	00	22
		74	0	01	26
		104	0	00	21
		110	0	03	98
		105	0	00	45
		106	0	00	44
		107	0	00	33
		108	0	00	24
		109	0	00	24
		111	0	03	95
		122	0	01	21
		121	0	00	29
		120	0	00	28
		1871	0	01	42
		118	0	00	14
		115	0	00	71
		117	0	00	10
		116	0	00	55
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		159	0	09	07
		140	0	00	10
		158	0	00	71
		160	0	04	71
		157	0	02	16
		161	0	01	94
		238	0	00	41
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		239	0	00	14
		155	0	03	24
		154	0	00	54
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		288	0	01	27
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		302	0	00	90
		285	0	00	83
		304	0	04	80
		303	0	04	75
		363	0	08	25
		343	0	00	65
		344	0	01	51
		2020	0	01	09
		359	0	05	01
		361	0	00	93
		360	0	02	24
		358	0	01	74
		1950	0	00	21
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		430	0	06	28
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		477	0	00	58
		433	0	01	92
		432	0	00	10

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		473	0	01	77
		472	0	01	28
		498	0	04	50
		2019	0	01	13
		2018	0	01	18
		500	0	00	70
		501	0	04	44
		502	0	07	11
		1062	0	01	59
		1029	0	07	25
		1028	0	08	18
		1027	0	00	72
		1026	0	08	94
		1025	0	07	71
		1865	0	03	77
		1104	0	09	42
		1105	0	06	48
		1106	0	20	93
		1946	0	04	13
		1109	0	03	80
		1110	0	01	89
		1111	0	06	95
		1112	0	03	32
		1113	0	04	14
		1114	0	07	01
		1115	0	00	10
		1117	0	00	88
		1116	0	02	76
		1120	0	00	55
		1141	0	02	07
		1122	0	04	87
		1123	0	01	74
		1124	0	01	26
		1125	0	01	23
		1126	0	01	61
	नुआपली	5	0	03	19
		1676	0	01	26
		6	0	02	82

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		9	0	03	96
		8	0	00	87
		14	0	01	06
		10	0	03	01
		13	0	00	99
		12	0	03	66
		11	0	00	46
		28	0	04	45
		29	0	00	96
		27	0	00	67
		1678	0	00	64
		26	0	04	98
		24	0	04	08
		25	0	06	32
		1682	0	03	59
		55	0	00	31
		56	0	03	64
		71	0	07	85
		57	0	00	14
		70	0	04	31
		72	0	02	15
		122	0	06	55
		1660	0	00	34
		121	0	00	52
		129	0	01	16
		130	0	01	22
		131	0	01	21
		168	0	00	22
		167	0	04	83
		166	0	03	58
		165	0	00	10
		170	0	12	55
		171	0	06	85
		178	0	00	10
		177	0	15	38
		176	0	04	19
		226	0	05	55
		227	0	00	20
		341	0	05	40

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		1620	0	06	82
		372	0	08	19
		373	0	05	77
		380	0	01	60
		374	0	00	68
		379	0	06	43
		377	0	13	47
		378	0	00	80
	नचिंदा	1805	0	03	06
		1806	0	00	97
		1817	0	08	02
		1816	0	02	85
		1828	0	06	01
		1827	0	03	33
		1824	0	04	06
		1826	0	00	40
		1825	0	07	27
		1834	0	04	48
		1836	0	11	54
		1916	0	03	75
		1917	0	01	54
		1918	0	01	42
		1927	0	03	33
		1928	0	00	80
		1928	0	00	22
		1929	0	08	12
		1930	0	04	40
		1935	0	00	23
	देनुअरा	17	0	02	05
		19	0	05	63
		18	0	02	23
		21	0	05	58
		73	0	00	28
		71	0	07	55
		72	0	08	36
		79	0	10	67
		81	0	00	50
		78	0	04	96
		152	0	08	18

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		150	0	05	45
		151	0	00	10
		149	0	02	48
		927	0	00	35
		148	0	01	61
		131	0	02	26
		134	0	00	87
		133	0	01	61
		132	0	01	81
		129	0	00	10
		135	0	00	56
		138	0	00	81
		136	0	08	02
		137	0	01	38
		125	0	01	75
		955	0	08	00
		189	0	01	16
		190	0	00	71
		220	0	05	42
		221	0	00	10
		218	0	00	90
		219	0	01	39
		215	0	00	57
		217	0	00	88
		214	0	00	28
		216	0	06	89
		878	0	03	79
		357	0	03	75
		361	0	13	12
		362	0	00	10
		363	0	04	01
		384	0	00	10
		383	0	04	58
		364	0	00	33
		382	0	03	81
		374	0	01	54
		380	0	00	90
		375	0	02	51
		376	0	02	40

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		378	0	02	16
		667	0	01	06
		668	0	08	46
		669	0	02	84
		670	0	01	65
		692	0	18	53
		946	0	00	48
		691	0	00	48
		697	0	08	55
		698	0	00	10
		696	0	02	04
		695	0	08	58
		662	0	01	68
		863	0	02	73
		864	0	01	96
		865	0	05	70
		866	0	06	15
	रघुचक	422	0	05	98
	कुसुदा	4031	0	01	82
		2919	0	00	80
		4032	0	00	10
		3967	0	01	84
		2921	0	06	37
		3968	0	01	17
		2924	0	02	37
		2925	0	00	45
		2946	0	02	19
		2947	0	00	68
		2948	0	03	56
		2945	0	05	25
		4103	0	04	62
		4104	0	03	79
		2937	0	05	47
		2938	0	02	67
		2987	0	03	30
		2986	0	03	14
		3018	0	06	92
		3019	0	00	10
		3013	0	00	62

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		3011	0	00	68
		3010	0	03	11
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		3027	0	10	90
		3028	0	02	16
		3049	0	13	44
		3048	0	05	92
		3047	0	06	12
		3045	0	07	43
		2541	0	03	16
		3960	0	09	38
		3114	0	08	17
		3113	0	03	38
		3115	0	01	18
		3116	0	05	09
		2523	0	00	87
		3117	0	01	99
		3121	0	10	63
		3128	0	11	38
		3122	0	00	10
		3130	0	06	08
		3127	0	00	10
		3132	0	09	00
		3164	0	06	82
		3165	0	04	21
		3166	0	05	32
		3167	0	01	79
		3841	0	04	26
		3189	0	00	67
		3180	0	04	28
		3187	0	02	95
		3179	0	01	76
		3181	0	03	12
		3182	0	03	17
		3183	0	04	71
		3933	0	01	39
	गबगाँ	614	0	03	00
		531	0	07	50

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		533	0	02	16
		560	0	10	20
		602	0	01	96
		603	0	00	78
		561	0	18	35
		545	0	00	34
		546	0	04	75
		547	0	04	13
		548	0	01	79
		576	0	00	64
		576	0	01	40
		565	0	04	62
		562	0	00	20
		564	0	02	41
		726	0	00	87
		727	0	01	25
		729	0	01	52
		732	0	02	41
		733	0	00	10
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		739	0	07	64
		738	0	05	55
		812	0	01	46
		811	0	13	15
		810	0	00	63
		830	0	00	10
		829	0	13	16
		832	0	05	72
		831	0	00	40
		833	0	04	68
		834	0	01	32
		881	0	06	42
		860	0	05	84
		858	0	01	85
		857	0	07	98
		855	0	02	20
		2145	0	06	01
		1242	0	01	93

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		1241	0	08	54
		1236	0	18	31
		1251	0	05	14
		2215	0	04	80
		1252	0	06	13
		1250	0	00	20
		2025	0	05	55
		1256	0	01	07
		1259	0	01	99
		1282	0	00	77
		2026	0	02	51
		1961	0	07	04
		1280	0	05	40
		1279	0	09	38
		1277	0	16	00
		1273	0	08	15
		2202	0	11	87
		1993	0	01	27
		1912	0	02	03
		1366	0	05	67
		1368	0	10	53
		1367	0	00	60
		2123	0	01	76
		1362	0	08	75
		1361	0	01	92
		1352	0	10	63
		2031	0	07	41
		1357	0	02	98
		1816	0	07	51
		2185	0	04	41
		1843	0	07	54
		1844	0	05	70
		1841	0	07	35
		1847	0	13	83
		1848	0	05	43
		1849	0	05	42
		1850	0	03	96
		1890	0	12	01
		1889	0	03	00

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		1888	0	00	10
		2103	0	00	45
		1879	0	02	62
		1881	0	07	04
		1880	0	01	01
	अलालबिंदा	1793	0	01	96
		1802	0	02	64
		1798	0	25	94
		1836	0	00	21
		1837	0	08	25
		1860	0	06	87
		1861	0	02	45
		1859	0	02	03
		1858	0	02	06
		1857	0	02	37
		1856	0	00	77
		1855	0	10	05
		1854	0	00	59
		1939	0	04	49
		1853	0	07	52
		1940	0	00	84
		1941	0	00	93
		1942	0	00	42
		1937	0	00	10
		1938	0	12	86
		1936	0	01	37
		1932	0	00	86
		1931	0	00	74
		3774	0	07	54
		1910	0	04	87
		1909	0	07	30
		3797	0	03	55
		1908	0	00	10
		1907	0	08	84
		1906	0	03	42
		1905	0	00	10
		1903	0	13	39
		1900	0	01	51
		1902	0	01	72

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	रायपुर	727	0	05	72
		725	0	09	39
		720	0	16	06
		721	0	00	17
		719	0	14	60
		734	0	02	40
		733	0	04	00
		730	0	00	30
		732	0	03	14
		1167	0	01	21
		1114	0	08	22
		1146	0	10	02
		751	0	00	59
		743	0	03	76
		744	0	04	43
		745	0	01	12
		774	0	06	40
		770	0	00	10
		773	0	02	92
		771	0	01	58
		772	0	02	38
		776	0	07	93
		775	0	00	78
		787	0	00	10
		777	0	00	10
		786	0	03	86
		779	0	00	34
		781	0	04	30
		779	0	00	33
		780	0	08	60
		782	0	12	36
		784	0	12	36
	कुकुलेश्वर	635	0	02	79
		643	0	03	17
		644	0	01	32
		645	0	01	81
		647	0	07	43
	पुरुलिया	794	0	05	01
		726	0	00	53
		795	0	00	25

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		796	0	00	10
		800	0	01	98
		727	0	00	10
		728	0	02	24
		729	0	04	40
		730	0	04	72
		738	0	02	30
		737	0	02	50
		736	0	02	21
		740	0	01	84
		744	0	06	05
		741	0	01	61
		742	0	02	32
		786	0	01	10
		743	0	02	53
		785	0	01	81
		781	0	00	10
		780	0	09	13
		747	0	00	17
		749	0	01	07
		750	0	02	95
		779	0	01	35
		752	0	02	77
		931	0	02	44
		753	0	04	74
		757	0	00	18
		754	0	02	49
		755	0	02	19
		764	0	07	64
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		765	0	02	33
		767	0	00	89
		766	0	06	64
		866	0	05	51
		868	0	04	98
		870	0	00	99
		869	0	03	98
	बटग्राम	73	0	04	29
		74	0	00	19

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		71	0	01	20
		97	0	10	15
		77	0	01	40
		388	0	01	68
		89	0	01	10
		91	0	03	28
		90	0	00	23
		92	0	05	45
		137	0	01	03
		140	0	04	78
		141	0	00	10
		148	0	01	18
		139	0	05	38
		3384	0	00	55
		209	0	00	38
		208	0	03	10
		207	0	01	89
		200	0	00	59
		194	0	03	29
		199	0	00	10
		198	0	08	33
		196	0	00	10
		283	0	00	36
		197	0	05	94
		284	0	09	07
		287	0	02	54
		177	0	00	10
		288	0	02	54
		3420	0	01	12
		289	0	04	64
		3391	0	04	49
		291	0	02	79
		3393	0	06	36
		306	0	05	55
		305	0	01	01
		304	0	01	47
		303	0	01	76
		302	0	02	94

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		326	0	01	55
		332	0	00	80
		331	0	11	25
		1904	0	01	04
		3467	0	05	99
		1905	0	04	57
		1906	0	00	50
		1901	0	00	28
		3470	0	02	96
		1909	0	03	34
		1910	0	06	37
		1913	0	03	39
		1914	0	03	38
		1919	0	07	11
		1920	0	01	78
		1922	0	09	22
		1927	0	11	55
		1928	0	09	08
		2080	0	01	38
		1929	0	00	10
	कटिसाही	2248	0	00	44
		2249	0	07	67
		2286	0	09	05
		2250	0	00	10
		2287	0	03	50
		2285	0	00	10
		2288	0	00	50
		2303	0	00	10
		2302	0	02	22
		2294	0	05	36
		2301	0	02	88
		2346	0	00	43
		2398	0	03	00
		2299	0	00	69
		2297	0	01	12
		2296	0	00	76
		2295	0	01	07
		2309	0	03	42

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		2311	0	01	92
		2415	0	01	39
		2313	0	01	12
		2314	0	00	76
		2315	0	00	86
		2316	0	01	00
		2330	0	00	61
		2329	0	01	90
		2328	0	02	89
		2332	0	00	10
		2333	0	03	32
		2334	0	00	82
		2336	0	00	10
		2335	0	04	14
		2494	0	01	26
	मोहम्मदराजपुर	197	0	02	69
		200	0	04	07
		201	0	02	43
		202	0	02	49
		203	0	02	39
		214	0	03	03
		216	0	01	67
		215	0	00	10
		194	0	35	26
		182	0	00	66
		183	0	01	59
		184	0	03	16
		185	0	04	85
		366	0	04	65
		365	0	05	76
		367	0	00	21
		364	0	04	65
		368	0	06	73
		363	0	02	09
		362	0	08	07
		380	0	04	02
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		384	0	00	69
		378	0	03	75
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		441	0	05	17
		750	0	00	29
		440	0	03	38
		439	0	01	78
		771	0	01	63
		438	0	03	79
		447	0	04	99
		484	0	04	19
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		721	0	05	92
		502	0	01	93
		503	0	03	54
		584	0	07	76
		589	0	00	78
		588	0	06	79
		587	0	08	11
		620	0	04	86
		621	0	03	78
		624	0	04	99
		628	0	01	24
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		629	0	01	65
		632	0	07	92
		746	0	04	92
		633	0	03	06
		634	0	02	93
		635	0	03	78
		636	0	02	92

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		642	0	05	63
		645	0	07	24
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		646	0	03	00
		647	0	00	11
	रामचन्द्रपुर	674	0	04	01
		620	0	01	35
	माधुपुर	2224	0	00	10
		2225	0	16	05
		1841	0	03	07
		1802	0	02	30
		1874	0	00	41
		1878	0	07	27
		1873	0	09	77
		1879	0	21	73
		1884	0	01	45
		1885	0	01	58
		1888	0	02	42
		1889	0	05	82
		1722	0	01	54
		1920	0	26	89
		1718	0	01	99
		1720	0	01	87
		1721	0	00	10
		1719	0	05	77
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		1716	0	00	10
		1622	0	02	92
		1623	0	08	63
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		1619	0	00	64
		1620	0	07	14
		1625	0	00	10
		1609	0	00	86
		1610	0	05	72
		1599	0	21	62
		1596	0	02	30
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		1585	0	00	10
		1575	0	04	98
		2182	0	01	94
		1576	0	01	34
		2231	0	01	12
		1579	0	03	07
		1577	0	06	21
		1578	0	04	61
		1570	0	09	22
		1559	0	02	05
		1569	0	00	49
		1560	0	11	60
		1562	0	06	82
		1563	0	00	10
	कुलिया	1593	0	00	24
		1595	0	01	02
		1627	0	01	57
		1626	0	02	15
		1625	0	01	89
		1596	0	02	24
		1598	0	02	28
		1599	0	03	12
		1600	0	02	18
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		1624	0	00	10
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		1609	0	06	92
		1610	0	02	18
		2818	0	00	16
		1611	0	06	44
		1612	0	00	53
		1613	0	06	36
		1615	0	06	07
		1616	0	06	42
		1818	0	00	98

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		2414	0	00	10
		2817	0	03	23
		2412	0	07	43
		2408	0	00	41
		2411	0	05	52
		2410	0	03	57
		2427	0	00	10
		2428	0	01	49
		2382	0	07	98
		2383	0	02	74
		2381	0	14	10
		2373	0	01	75
		2374	0	03	53
		2372	0	02	58
		2354	0	04	57
		2355	0	07	61
		2356	0	05	04
		2347	0	01	92
		2357	0	00	26
		2346	0	03	66
		2859	0	04	53
		2359	0	06	01
		2661	0	03	61
		2662	0	03	83
		2663	0	04	99
		2659	0	00	61
		2664	0	08	14
		2668	0	00	63
		2665	0	14	19
		2666	0	04	97
		2735	0	00	92
		2777	0	00	61
		2276	0	06	40
		2256	0	12	91
		2274	0	01	73

1	2	3	4	5	6
		2273	0	01	50
		2272	0	01	85
		2266	0	01	96
		2265	0	00	28
		2257	0	10	35
		662	0	09	51
		663	0	13	82
		664	0	13	28
		665	0	00	30
		647	0	00	52
		646	0	01	38
		645	0	06	63
		650	0	04	85
		651	0	01	43
		643	0	05	47
		642	0	08	54
		641	0	09	08
		635	0	03	33
	बलरामपुर	447	0	04	00
		446	0	02	76
		451	0	15	20
		452	0	00	10
		455	0	00	10
		456	0	00	10
		464	0	00	29
		463	0	05	93
		459	0	02	09
		647	0	00	20
		461	0	08	63
		542	0	08	08
		539	0	00	84
		486	0	11	66
		489	0	06	83
		494	0	02	02
		495	0	01	91
		493	0	00	10
		497	0	00	85
		496	0	04	45
		500	0	04	03
		501	0	02	86

1	2	3	4	5	6
		502	0	03	78
		503	0	04	99
		506	0	00	10
		504	0	06	84
		505	0	05	41
		417	0	00	72
		420	0	00	83
		419	0	01	16
		418	0	02	08
		416	0	02	09
		415	0	01	97
		649	0	00	10
		414	0	02	39
		648	0	03	16
		413	0	00	10
		412	0	05	33
		410	0	06	79
		411	0	01	31
		386	0	03	14
		387	0	02	85
	बाघधडास	162	0	00	35
		161	0	02	15
		160	0	03	45
		159	0	03	70
		158	0	03	00
		157	0	02	14
		156	0	00	47
		155	0	04	03
		154	0	02	08
		153	0	00	48
		152	0	04	72
		150	0	01	69
		151	0	02	22
		286	0	00	85
		144	0	19	50
		140	0	01	50
		139	0	03	52
		133	0	09	39
		134	0	00	14
		120	0	00	11

1	2	3	4	5	6
		109	0	13	39
		110	0	00	40
		71	0	06	82
		72	0	04	98
		70	0	01	53
		68	0	09	92
		289	0	00	24
		67	0	05	82
		47	0	00	90
		48	0	02	60
		49	0	03	81

[फ़ा. सं. आर-25011/19/2004-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, the 26th October, 2004

S. O. 2786.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1689 dated the 14th July, 2004 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the land in Tehsil: Basta, Baliapal & Jaleswar, District: Balasore, in Orissa State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Crude Oil from Paradip in the State of Orissa to Haldia in the State of West Bengal by the Indian Oil Corporation Limited for implementing the Paradip Haldia Crude Oil Pipeline Project.

And whereas, copies of the said notification were made available to the public on 09.08.2004;

And whereas, the Competent Authority, has under sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vests from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

Schedule**District : Balasore****State : Orissa**

Name of Tehsil	Name of Village	Khasara No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
Basta	Alaol	20	0	00	10
		24	0	12	79
		17	0	15	06
		23	0	01	91
	Raisuan	929	0	15	13
		930	0	01	67
		923	0	04	10
		919	0	17	26
		1568	0	03	90
		941	0	00	60
		914	0	01	85
		1500	0	22	06
		951	0	00	25
		1516	0	00	59
		1519	0	01	97
		952	0	00	10
		1518	0	03	29
		955	0	03	23
		1517	0	08	92
		956	0	01	16
		957	0	06	66
		961	0	00	23
		903	0	03	71
		1494	0	02	00
		1495	0	00	63
		962	0	03	25
		902	0	07	90
		893	0	03	85
		894	0	02	80
		895	0	00	45
		892	0	04	13
		891	0	00	10
		873	0	16	10

1	2	3	4	5	6
		1470	0	00	42
		876	0	02	03
		1480	0	01	05
		1481	0	00	60
		1478	0	01	60
		1479	0	00	10
	Kantabania	28	0	08	20
		29	0	00	30
		27	0	05	33
		26	0	05	27
		25	0	04	91
		22	0	05	12
		17	0	00	43
		16	0	00	41
		2	0	00	60
		152	0	03	20
		3	0	28	29
		5	0	00	30
		4	0	09	89
	Khandadhar	1131	0	07	99
		1121	0	05	39
		1120	0	15	11
		1119	0	03	02
		1118	0	00	53
		1117	0	01	76
		1143	0	11	09
		1115	0	00	10
		1068	0	00	92
		1021	0	12	99
		1022	0	03	39
		1023	0	02	74
		1035	0	00	66
		1038	0	04	23
		1037	0	04	49
		1036	0	03	36
	Nayapara	1122	0	24	35
		1128	0	02	43
		1136	0	00	34
		1135	0	03	95

1	2	3	4	5	6
		1129	0	00	10
		1130	0	09	17
		1131	0	00	10
		1068	0	01	61
		1067	0	01	42
		1066	0	01	79
		840	0	05	32
		839	0	01	52
		841	0	03	32
		842	0	00	10
		838	0	08	82
		835	0	08	20
		836	0	14	87
		876	0	00	68
		878	0	05	83
		877	0	00	90
		879	0	04	98
		881	0	14	51
		885	0	14	83
	Gobinda	971	0	14	50
		970	0	02	33
		972	0	00	10
		980	0	14	09
		981	0	08	87
		982	0	00	80
		983	0	14	56
		987	0	02	16
		988	0	09	98
		1015	0	00	54
		1069	0	03	17
		1070	0	10	86
		1071	0	07	57
		1462	0	05	03
		1461	0	05	64
		1458	0	11	97
		1459	0	02	24
		1457	0	00	61
		1456	0	10	16
		1454	0	07	37
		1453	0	05	63

1	2	3	4	5	6
		1452	0	02	52
		1355	0	00	56
		1244	0	09	07
		1246	0	05	60
		1245	0	11	38
		1247	0	00	22
		1248	0	01	64
		1249	0	23	26
	Agamouda	681	0	08	01
		682	0	18	41
		686	0	08	72
		687	0	08	53
		653	0	00	78
		614	0	10	41
		613	0	03	71
		601	0	14	44
		602	0	03	03
		709	0	02	61
		607	0	06	14
		608	0	00	25
		606	0	11	81
		569	0	00	56
		502	0	17	67
		558	0	00	36
		557	0	11	69
		503	0	01	21
		556	0	17	96
		554	0	00	43
		504	0	00	10
		555	0	03	40
		543	0	08	00
		538	0	07	95
		530	0	01	69
		531	0	00	51
	Kadamouda	473	0	00	33
		474	0	08	79
		470	0	00	69
		468	0	09	32
		467	0	04	89
		427	0	06	61

1	2	3	4	5	6
		469	0	01	02
		466	0	01	20
		465	0	01	32
		431	0	00	37
		436	0	07	59
		432	0	11	05
		433	0	00	18
		455	0	07	95
		434	0	00	45
		438	0	00	21
		437	0	05	82
		440	0	06	48
		435	0	02	83
		443	0	03	62
		441	0	00	10
		442	0	00	23
		447	0	04	94
	Berhampur	1117	0	00	10
		1116	0	10	38
		1115	0	10	85
		1114	0	00	10
		1113	0	00	26
		1111	0	03	40
		1110	0	00	17
		1112	0	09	23
		1109	0	05	73
		1104	0	00	37
		1105	0	06	16
		1106	0	00	71
		1039	0	01	06
		1005	0	01	16
		1004	0	02	42
		1003	0	13	95
		1002	0	00	51
	Kada	7	0	07	48
		6	0	10	60
		5	0	01	92
		1	0	04	29
		4	0	01	80
		3	0	00	82

1	2	3	4	5	6
		2	0	09	82
	Mirigimundi	1129	0	08	45
		1138	0	17	49
		1133	0	15	31
		1134	0	07	31
		1043	0	13	60
		1040	0	12	51
		1038	0	07	55
		1039	0	02	11
		1037	0	04	86
		1036	0	02	14
		1035	0	12	81
		1021	0	00	91
		1014	0	03	24
		1015	0	03	83
		1017	0	15	57
		940	0	03	34
	Huja	1	0	02	76
		16	0	02	34
		14	0	07	37
		13	0	10	95
		12	0	03	92
		11	0	06	59
		32	0	02	18
		31	0	06	15
		42	0	08	91
		40	0	00	36
		37	0	00	13
		38	0	12	44
		39	0	05	86
	Anko	2240	0	03	31
		2241	0	06	83
		2242	0	01	11
		2243	0	00	66
		2247	0	01	16
		2248	0	28	10
		2249	0	05	20
		2004	0	04	12
		2002	0	06	71
		1998	0	00	44

1	2	3	4	5	6
		1999	0	05	11
		2001	0	04	57
		2000	0	03	54
		1991	0	00	81
		1966	0	08	68
		1965	0	00	10
		1959	0	00	10
		1958	0	13	49
		1951	0	03	25
		1950	0	03	12
		1949	0	08	69
		1948	0	08	13
	Tolakdiha	2	0	03	75
		1	0	03	60
		5	0	04	56
		6	0	03	71
	Gothagaria	310	0	01	13
		311	0	00	28
		312	0	05	21
		316	0	00	67
		317	0	00	64
		324	0	08	09
		323	0	04	09
		322	0	04	63
		326	0	22	78
		329	0	00	28
		328	0	03	41
		331	0	00	10
		330	0	06	19
		332	0	08	25
		291	0	00	10
		290	0	00	65
		256	0	15	77
		255	0	08	56
		254	0	00	47
		253	0	04	17
		252	0	04	72
		248	0	01	00
		249	0	01	31
		242	0	04	80

1	2	3	4	5	6
		241	0	01	60
		352	0	03	30
	Mainsiali	116	0	12	38
		118	0	00	15
		110	0	05	52
		108	0	00	82
		45	0	05	30
		46	0	03	23
		48	0	02	27
		47	0	04	09
		49	0	04	95
		50	0	07	73
		56	0	15	06
		57	0	08	44
		58	0	01	50
		55	0	01	37
		21	0	00	12
		3	0	01	50
		2	0	02	10
		1	0	02	41
	Dhapakand	98	0	02	77
		97	0	02	72
		96	0	03	26
		94	0	00	55
		95	0	06	17
		102	0	10	49
		104	0	04	08
		105	0	00	90
		106	0	00	64
		103	0	13	35
		116	0	00	51
		117	0	00	47
		129	0	24	47
		135	0	00	10
		145	0	02	39
		144	0	10	76
		147	0	01	97
		143	0	00	10
		148	0	20	56
		154	0	00	10

1	2	3	4	5	6
		149	0	01	57
		150	0	05	59
		153	0	01	25
		151	0	00	32
		152	0	01	10
		157	0	00	91
		140	0	00	10
		158	0	05	60
		161	0	00	42
	Barakhudi	1016	0	00	97
		1017	0	06	03
		1018	0	02	11
		1019	0	04	00
		1021	0	01	46
		1020	0	11	80
		1025	0	01	64
		1058	0	00	10
		1057	0	04	76
		1056	0	06	59
		1055	0	00	27
		1027	0	01	36
		1042	0	01	93
		1034	0	01	15
		1035	0	07	97
		1036	0	11	62
		1048	0	24	24
		1074	0	02	04
		1113	0	00	10
		1112	0	06	36
		1110	0	00	49
		1109	0	11	10
		1108	0	01	18
		1107	0	01	30
		1119	0	13	66
		1127	0	00	10
		1126	0	11	20
		1124	0	11	33
		1123	0	00	66
	Tigiria	162	0	00	61
		160	0	01	38

1	2	3	4	5	6
		161	0	15	99
		157	0	01	78
		146	0	07	60
		147	0	01	95
		148	0	03	87
		145	0	02	64
		144	0	02	16
		140	0	00	13
		278	0	01	31
		136	0	14	07
		139	0	01	44
		138	0	03	63
		277	0	01	44
		111	0	06	55
		112	0	01	83
		113	0	04	20
		114	0	08	77
		115	0	06	35
		116	0	17	11
		98	0	00	69
		88	0	07	25
		92	0	00	12
		90	0	04	82
		91	0	00	10
	Porapara	147	0	11	01
		155	0	01	06
		156	0	09	99
		158	0	07	93
		159	0	00	38
		167	0	02	64
		166	0	03	49
		164	0	07	15
		170	0	00	96
		173	0	00	49
		174	0	04	67
		176	0	03	07
		175	0	00	21
		177	0	09	32
		202	0	00	40
		203	0	00	12

1	2	3	4	5	6
		201	0	00	10
		181	0	08	09
		183	0	01	21
		200	0	20	93
		198	0	15	40
		205	0	00	10
		207	0	01	69
	Lakshmanpara	340	0	01	99
		339	0	09	26
	Dhanahanda	660	0	05	41
		661	0	00	95
		659	0	15	91
		665	0	02	22
		637	0	00	72
		618	0	02	81
		620	0	02	98
		619	0	01	15
		627	0	00	65
		628	0	00	15
		615	0	04	38
		614	0	14	22
		597	0	01	12
		193	0	00	59
		196	0	00	81
		190	0	00	35
		194	0	08	20
		189	0	00	54
		188	0	00	10
		186	0	08	45
		184	0	00	71
		132	0	10	35
		133	0	03	76
		131	0	07	09
		129	0	00	10
		130	0	03	21
		135	0	01	05
		31	0	04	91
		33	0	01	02
		32	0	06	50
		34	0	00	22

1	2	3	4	5	6
		29	0	10	56
		28	0	02	77
		30	0	00	10
		411	0	16	45
		12	0	02	05
	Kadalihand	338	0	04	72
		419	0	00	42
		418	0	03	30
		420	0	00	62
		416	0	05	16
		415	0	02	70
		427	0	01	02
		414	0	02	35
		413	0	01	94
		372	0	00	79
		412	0	00	95
		404	0	11	29
		405	0	01	78
		403	0	03	68
		472	0	00	20
		402	0	00	28
		400	0	00	10
		399	0	03	46
		474	0	03	39
		475	0	00	10
		962	0	02	74
		477	0	04	33
		1178	0	01	06
		518	0	01	97
		519	0	00	94
		602	0	03	80
		520	0	00	27
		521	0	04	34
		531	0	02	26
		530	0	04	43
		529	0	06	76
		545	0	02	36
		543	0	01	72
		544	0	03	11
		555	0	00	53

1	2	3	4	5	6
		556	0	04	93
		565	0	02	09
		567	0	03	34
		568	0	08	30
		566	0	02	81
		564	0	03	39
		569	0	14	77
		579	0	08	98
		570	0	04	14
		571	0	04	17
		572	0	00	73
		573	0	04	31
		574	0	00	57
		575	0	00	21
		186	0	04	85
		1173	0	05	30
	Kundei	784	0	01	80
		426	0	02	03
		311	0	01	96
		315	0	00	88
		312	0	02	71
		314	0	00	22
		313	0	04	33
		309	0	00	25
		308	0	02	22
		306	0	00	10
		307	0	05	84
		301	0	00	80
		302	0	07	30
		304	0	01	62
		303	0	05	55
		324	0	02	89
		325	0	03	22
		326	0	02	01
		327	0	02	01
		359	0	04	76
		358	0	03	12
		360	0	03	58
		357	0	12	31
		392	0	09	25

1	2	3	4	5	6
		398	0	00	72
		399	0	00	93
		400	0	03	53
		401	0	03	85
		402	0	02	58
		403	0	18	15
		404	0	24	77
		347	0	00	19
		230	0	00	56
		226	0	00	19
		225	0	04	84
		227	0	00	10
		206	0	10	21
		208	0	07	67
	Palasia	139	0	06	49
		138	0	12	27
		137	0	05	48
		126	0	12	26
		132	0	04	40
		26	0	00	82
		60	0	06	82
		62	0	12	51
		64	0	00	83
		63	0	02	90
		65	0	03	44
		66	0	09	16
		67	0	05	29
		68	0	01	62
		69	0	04	69
		74	0	00	75
		72	0	00	10
		70	0	06	47
	Darada	2000	0	07	23
		2001	0	07	99
		2002	0	07	31
		2908	0	02	35
		2909	0	43	20
		2911	0	12	74
		2910	0	00	75
		2912	0	01	72

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	Balisahi	425	0	03	76
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Baliapal	Remu	1565	0	06	95
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		217	0	00	88
		214	0	00	28
		216	0	06	89
		878	0	03	79
		357	0	03	75
		361	0	13	12
		362	0	00	10
		363	0	04	01
		384	0	00	10
		383	0	04	58
		364	0	00	33
		382	0	03	81
		374	0	01	54
		380	0	00	90
		375	0	02	51
		376	0	02	40

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		378	0	02	16
		667	0	01	06
		668	0	08	46
		669	0	02	84
		870	0	01	65
		892	0	18	53
		946	0	00	48
		891	0	00	48
		897	0	08	55
		698	0	00	10
		896	0	02	04
		695	0	08	58
		662	0	01	68
		863	0	02	73
		864	0	01	96
		865	0	05	70
		866	0	06	15
	Raghuchak	422	0	05	98
	Kusuda	4031	0	01	82
		2919	0	00	80
		4032	0	00	10
		3967	0	01	84
		2921	0	06	37
		3968	0	01	17
		2924	0	02	37
		2925	0	00	45
		2946	0	02	19
		2947	0	00	68
		2948	0	03	56
		2945	0	05	25
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		4104	0	03	79
		2937	0	05	47
		2938	0	02	67
		2987	0	03	30
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		3841	0	04	26
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		561	0	18	35
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		1961	0	07	04
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		1277	0	16	00
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		1993	0	01	27
		1912	0	02	03
		1366	0	05	67
		1368	0	10	53
		1367	0	00	60
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		1362	0	08	75
		1361	0	01	92
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		1841	0	07	35
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		1836	0	00	21
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		744	0	04	43
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		773	0	02	92
		771	0	01	58
		772	0	02	38
		776	0	07	93
		775	0	00	78
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		777	0	00	10
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		781	0	04	30
		779	0	00	33
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	Kukuleshwar	635	0	02	79
		643	0	03	17
		644	0	01	32
		645	0	01	61
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		726	0	00	53
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		727	0	00	10
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		194	0	03	29
		199	0	00	10
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		197	0	05	94
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		177	0	00	10
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		291	0	02	79
		3393	0	06	36
		306	0	05	55
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		1920	0	01	78
		1922	0	09	22
		1927	0	11	55
		1928	0	09	08
		2080	0	01	38
		1929	0	00	10
	Katisahi	2248	0	00	44
		2249	0	07	67
		2286	0	09	05
		2250	0	00	10
		2287	0	03	50
		2285	0	00	10
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		2294	0	05	36
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		2398	0	03	00
		2299	0	00	69
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		2566	0	00	11
		2311	0	01	92
		2415	0	01	39
		2313	0	01	12
		2314	0	00	76
		2315	0	00	86
		2316	0	01	00
		2330	0	00	61
		2329	0	01	90
		2328	0	02	89
		2332	0	00	10
		2333	0	03	32
		2334	0	00	82
		2336	0	00	10
		2335	0	04	14
		2494	0	01	26
	Mohamadrajpur	197	0	02	69
		200	0	04	07
		201	0	02	43
		202	0	02	49
		203	0	02	39
		214	0	03	03
		216	0	01	67
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		194	0	35	26
		182	0	00	66
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		185	0	04	85
		366	0	04	65
		365	0	05	76
		367	0	00	21
		364	0	04	65
		368	0	06	73
		363	0	02	09
		362	0	08	07
		380	0	04	02
		381	0	03	80

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		379	0	07	30
		384	0	00	69
		378	0	03	75
		751	0	00	89
		441	0	05	17
		750	0	00	29
		440	0	03	38
		439	0	01	78
		771	0	01	63
		438	0	03	79
		447	0	04	99
		484	0	04	19
		483	0	02	41
		480	0	00	67
		481	0	00	10
		482	0	02	12
		485	0	16	93
		486	0	00	10
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		721	0	05	92
		502	0	01	93
		503	0	03	54
		584	0	07	76
		589	0	00	78
		588	0	06	79
		587	0	08	11
		620	0	04	86
		621	0	03	78
		624	0	04	99
		628	0	01	24
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		629	0	01	65
		632	0	07	92
		746	0	04	92
		633	0	03	06
		634	0	02	93
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		636	0	02	92

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		641	0	01	37
		642	0	05	63
		645	0	07	24
		644	0	02	13
		646	0	03	00
		647	0	00	11
	Ramchandrapur	674	0	04	01
		620	0	01	35
	Madhupur	2224	0	00	10
		2225	0	16	05
		1841	0	03	07
		1802	0	02	30
		1874	0	00	41
		1878	0	07	27
		1873	0	09	77
		1879	0	21	73
		1884	0	01	45
		1885	0	01	58
		1888	0	02	42
		1889	0	05	82
		1722	0	01	54
		1920	0	26	89
		1718	0	01	99
		1720	0	01	87
		1721	0	00	10
		1719	0	05	77
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		1622	0	02	92
		1623	0	08	63
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		1625	0	00	10
		1609	0	00	86
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		1559	0	02	05
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		1560	0	11	60
		1562	0	06	82
		1563	0	00	10
	Kulida	1593	0	00	24
		1595	0	01	02
		1627	0	01	57
		1626	0	02	15
		1625	0	01	89
		1596	0	02	24
		1598	0	02	28
		1599	0	03	12
		1600	0	02	18
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		2818	0	00	16
		1611	0	06	44
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		2383	0	02	74
		2381	0	14	10
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		2346	0	03	66
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		2359	0	06	01
		2661	0	03	61
		2662	0	03	83
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		2664	0	08	14
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		2666	0	04	97
		2735	0	00	92
		2777	0	00	61
		2276	0	06	40
		2256	0	12	91
		2274	0	01	73

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		2266	0	01	96
		2265	0	00	28
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		651	0	01	43
		643	0	05	47
		642	0	08	54
		641	0	09	08
		635	0	03	33
	Balrampur	447	0	04	00
		446	0	02	76
		451	0	15	20
		452	0	00	10
		455	0	00	10
		456	0	00	10
		464	0	00	29
		463	0	05	93
		459	0	02	09
		647	0	00	20
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		542	0	08	08
		539	0	00	84
		486	0	11	66
		489	0	06	83
		494	0	02	02
		495	0	01	91
		493	0	00	10
		497	0	00	85
		496	0	04	45
		500	0	04	03
		501	0	02	86

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		503	0	04	99
		506	0	00	10
		504	0	06	84
		505	0	05	41
		417	0	00	72
		420	0	00	83
		419	0	01	16
		418	0	02	08
		416	0	02	09
		415	0	01	97
		649	0	00	10
		414	0	02	39
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		410	0	06	79
		411	0	01	31
		386	0	03	14
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		161	0	02	15
		160	0	03	45
		159	0	03	70
		158	0	03	00
		157	0	02	14
		156	0	00	47
		155	0	04	03
		154	0	02	08
		153	0	00	48
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		150	0	01	69
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		286	0	00	85
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[No. R-25011/19/2004-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 26 अक्तूबर, 2004

का. आ. 2787.—केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि तमिलनाडु राज्य में चेन्नई से तिरुचि, मदुराई और शंकरी तक पेट्रोलियम उत्पादन के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए ; और ऐसा प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है ; अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ; उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस तारीख से, जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि में उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के प्रति लिखित रूप में आक्षेप श्री आर. वज्रवेलू, सक्षम प्राधिकारी, चेन्नई-तिरुचि -मदुराई उत्पाद पाइपलाइन परियोजना और आसनूर से शंकरी तक ब्रांच पाइपलाइन परियोजना, 4/2, आरोग्यसामी स्ट्रीट, काफोर्ड कालोनि, तिरुचिरापल्ली -620 012, (तमिलनाडु) को कर सकेगा।

अनुसूची

तालूका : कल्लकुरिच्चि

जिला : विल्लुपुरम

राज्य : तमिलनाडु

गॉव का नाम	सर्वे नंबर	हिस्सा नंबर	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
नं. 117 नायिनारपालेयम	1 6 6	2	0	2 7	5 1
	1 6 5	8	0	0 3	3 8
नं. 102 दगामतीर्तपुरम	2 4 8	9ब	0	0 1	8 4
	2 4 8	9क	0	0 2	3 0
	2 4 8	9ड	0	0 1	2 7
	2 4 8	9इ	0	0 1	9 6
	2 4 8	8	0	0 3	5 0
	2 4 9	5ड2	0	1 0	4 7
	2 4 8	1 0	0	0 9	0 0
	2 4 8	1 5 3 1	0	0 0	4 0
	2 4 8	1 3	0	0 3	6 0
	2 4 9	5इ1	0	0 6	1 2
नं. 101 पुडि	7 7	4	0	0 0	6 0
	7 7	3	0	0 4	1 4
	7 7	2	0	1 1	5 2
	7 7	1 1	0	1 3	1 5
	7 7	6	0	0 1	7 5

[फा. सं. आर-25011/17/2004-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, the 26th October, 2004

S.O. 2787.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Chennai to Trichy, Madurai and Sankari in the State of Tamilnadu, a pipeline should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri. R.Vajravelu, Competent Authority, Indian Oil Corporation Limited, Chennai-Trichy-Madurai Product Pipeline Project with a branch pipeline from Asanur to Sankari, 4/2, Arockiasamy Street, Crawford Colony, Tiruchirappalli-620 012, Tamilnadu.

SCHEDULE

SCHEDULE

Taluk :KALLAKURICHCHI	District : VILLUPURAM		State : TAMILNADU		
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
NO.117 NAYINNARPALAYAM	166	2	0	27	51
	165	8	0	03	38
NO.102 DAGAMTIRTTAPURAM	248	9B	0	01	84
	248	9C	0	02	30
	248	9D	0	01	27
	248	9E	0	01	96
	248	8	0	03	50
	249	5D2	0	10	47
	248	10	0	09	00
	248	15A	0	00	40

1	2	3	4	5	6
	248	13	0	03	60
	249	5E1	0	06	12
NO.101 PUNDI	77	4	0	00	60
	77	3	0	04	14
	77	2	0	11	52
	77	11	0	13	15
	77	6	0	01	75

[No. R-25011/17/2004-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 26 अक्टूबर, 2004

का. आ. 2788.— केन्द्रीय सरकार, को लोक हित में यह आवश्यक प्रतीत होता है की उड़ीसा राज्य में पारादीप से पश्चिम बंगाल राज्य में हल्दिया तक कच्चे तेल के परिवहन के लिये इंडियन ऑइल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए.

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है की ऐसी भूमि जिसके भीतर पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए.

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है.

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के अन्दर पाइपलाइन बिछाने के संबंध में श्री अशोक कुमार दास, सक्षम प्राधिकारी पारादीप-हल्दिया पाइपलाइन परियोजना इंडियन ऑयल कॉर्पोरेशन लिमिटेड, इंडियन ऑयल कॉर्पोरेशन लिमिटेड मार्केटिंग डिविजन हाउसिंग कम्प्लेक्स, मेघदम्बारा, डाकघर - कुरूदा, बालासोर - 756056, (उड़ीसा) को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

जिला : भद्रक

राज्य : उड़ीसा

तहसील का नाम	गाँव का नाम	खसरा संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
बासुदेबपूर	बागदाबिनायकपुर	1678	0	04	88
		1677	0	00	56
		1675	0	05	28
		1659	0	02	34
		1660	0	03	03
		1662	0	00	39
		1661	0	01	28
		1657	0	02	60
		1653	0	00	84
		1654	0	01	12
		1655	0	10	06
		1656	0	00	22
		1642	0	10	65
		1643	0	00	59
		1641	0	03	41
	साबरपुर	282	0	00	83
		277	0	05	47
		278	0	01	58
		281	0	01	91
		279	0	09	33
		835	0	00	24
		299	0	04	51
		302	0	02	24
		301	0	02	34
		305	0	00	10
		303	0	04	16
		304	0	00	31
		267	0	07	62
		236	0	00	38
		235	0	00	10
		237	0	04	36
		239	0	01	03
		238	0	06	53

1	2	3	4	5	6
		130	0	00	21
		138	0	08	44
		137	0	01	52
		136	0	10	17
		847	0	02	84
		140	0	04	78
		141	0	06	37
		150	0	03	50
		155	0	00	39
		151	0	03	22
		154	0	01	09
		152	0	02	30
		153	0	03	23
	कलासिया	162	0	12	04
		163	0	00	20
		167	0	00	10
		142	0	00	51
		172	0	00	62
		87	0	00	91
		85	0	06	86
		84	0	05	75
		175	0	01	25
		176	0	00	20
		82	0	00	11
		177	0	12	52
		179	0	00	41
		178	0	01	47
		51	0	00	45
		52	0	05	50
		59	0	00	10
		53	0	08	98
		58	0	00	98
		56	0	00	20
		57	0	10	23
	अरतुंग	320	0	03	24

[फा. सं. आर-25011/11/2004-ओ.आर-1]

रेणुका कुमार, अवर सचिव

New Delhi, the 26th October, 2004

S. O. 2788.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum (crude) from Paradip in the State of Orissa to Haldia in the State of West Bengal, a pipeline should be laid by Indian Oil Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this notification;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act- 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri. Ashok Kumar Dash, Competent Authority, Indian Oil Corporation Limited, Paradip - Haldia Pipeline Project, Indian Oil Corporation Limited, Marketing Housing Complex, Meghadambaru, Post office- Kuruda, Balasore (Orissa).

Schedule

District : Bhadrak

State : Orissa

Name of Tehsil	Name of Village	Khasra No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
Basudevpur	Bagadabinayakpur	1678	0	04	88
		1677	0	00	56
		1675	0	05	28
		1659	0	02	34
		1660	0	03	03
		1662	0	00	39
		1661	0	01	28
		1657	0	02	60
		1653	0	00	84
		1654	0	01	12

1	2	3	4	5	6
		1655	0	10	06
		1656	0	00	22
		1642	0	10	65
		1643	0	00	59
		1641	0	03	41
	Sabarpur	282	0	00	83
		277	0	05	47
		278	0	01	58
		281	0	01	91
		279	0	09	33
		835	0	00	24
		299	0	04	51
		302	0	02	24
		301	0	02	34
		305	0	00	10
		303	0	04	16
		304	0	00	31
		267	0	07	62
		236	0	00	38
		235	0	00	10
		237	0	04	36
		239	0	01	03
		238	0	06	53
		130	0	00	21
		138	0	08	44
		137	0	01	52
		136	0	10	17
		847	0	02	84
		140	0	04	78
		141	0	06	37
		150	0	03	50
		155	0	00	39
		151	0	03	22
		154	0	01	09
		152	0	02	30
		153	0	03	23
	Kalasia	162	0	12	04
		163	0	00	20
		167	0	00	10
		142	0	00	51
		172	0	00	62
		87	0	00	91

1	2	3	4	5	6
		85	0	06	86
		84	0	05	75
		175	0	01	25
		176	0	00	20
		82	0	00	11
		177	0	12	52
		179	0	00	41
		178	0	01	47
		51	0	00	45
		52	0	05	50
		59	0	00	10
		53	0	08	98
		58	0	00	98
		56	0	00	20
		57	0	10	23
	Artung	320	0	03	24

[No. R-25011/11/2004-O.R.-I]
RENUKA KUMAR, Under Secy.

नई दिल्ली, 27 अक्तूबर, 2004

का. आ. 2789.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2062 तारीख 22 जुलाई 2003, द्वारा गजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपाल तक जामनगर भोपाल पाइपलाइन प्रयोजना के माध्यम से पुन गैसीकृत द्रवित प्राकृतिक गैस के परिवहन के लिए गैस ट्रांसपोर्टेशन एंड अइन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 25, 26, 27 और 28 अगस्त 2003 को उपलब्ध करा दी गई थी

और पाइपलाइन बिछाने के संबंध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अनुज्ञात कर दिया गया;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में पाइपलाइन बिछाने के संबंध में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, गैस ट्रांसपोर्टेशन एंड इनफ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

अनुसूची

तहसील : सरदारपुर

जिला : धार

राज्य : मध्यप्रदेश

गांव का नाम

सर्वे नंबर

क्षेत्रफल

हेक्टेयर

आरे

सेन्टीयर

1	2	3	4	5
1. मौलाना	112/2	0	44	75
	118	0	13	15
	119	0	30	70
	121	0	00	15
	122	0	05	00
	123	0	08	55
	124	0	07	90
	125	0	09	15
	51/2	0	03	85
	99	0	30	50
	72	0	27	00
	74	0	12	10
	81	0	14	45
	82	0	09	40
	83	0	08	90
	57/3	0	04	40
	58	0	19	70
	129	0	08	50
	130	0	13	10
	133	0	02	90
	132/3	0	12	30
	180	0	02	20
	246/1	0	30	00
	246/2	0	07	60
	251	0	02	95
	256	0	01	40
	248/2	0	10	90
	248/3	0	10	70
	249	0	00	70

1	2	3	4	5
मौलाना (निरंतर)	245	0	31	10
	227	0	32	25
	228	0	03	20
	221	0	04	00
	229/1	0	14	00
	229/2	0	59	80
	218	0	00	50
	229/4	0	06	40
	209	0	02	10
	210	0	05	30
	195	0	01	30
	200/1	0	00	20
	200/2	0	07	20
	200/3	0	11	70
	199	0	53	70
	198/1	0	31	20
	999/3	0	39	10
	999/2	0	14	20
	999/1	0	37	35
	998	0	05	55
	997	0	05	50
	1043	0	04	35
	1044	0	03	70
2. बोडिया	234	0	35	00
	233	0	10	90
	250	0	00	85
	248	0	03	85
	247	0	00	25
	244	0	27	10
	245	0	03	50
	277	0	11	20
	275	0	01	60
	273	0	04	75
	370	0	22	15
	364	0	00	30
	358	0	04	55

1	2	3	4	5
बोडिया (निरंतर)	359	0	13	90
	362	0	04	90
	360	0	08	65
	352	0	17	30
	351	0	07	00
	354	0	06	30
	755	0	06	70
	753	0	00	05
	751	0	17	90
	750	0	04	75
	748	0	06	85
	766	0	04	40
	1067	0	13	25
	1066/1	0	17	65
	1065	0	05	00
	1153	0	11	50
	1156	0	10	50
	1138	0	04	45
	1137	0	03	70
	1159	0	05	70
	1160	0	05	60
	1135	0	08	70
	1133	0	05	55
	1126	0	03	00
	1128	0	12	35
	1130	0	02	60
	1248	0	19	00
	1243	0	10	40
	1244	0	10	90
	1241	0	00	25
	1239	0	38	85
	1259		08	65
	1260	0	07	45
	1275	0	26	45
	1276	0	03	35
	1278	0	10	75

1	2	3	4	5
बोडिया (निरंतर)	1515	0	08	20
	1514	0	00	70
	1513	0	05	70
	1512	0	02	60
	1516	0	02	50
	1511	0	15	90
	1509	0	08	75
	1506/1/1	0	04	85
	1506/2	0	04	70
	1505	0	10	05
	1502	0	02	50
	1499	0	13	55
	1494	0	01	25
	1498	0	12	65
	1496	0	26	15
	1484	0	00	55
	1486	0	06	30
	1485	0	00	25
	1487	0	02	85
	1488	0	02	25
	1489	0	07	35
3. जौलाना	2453/1	0	00	40
	2457	0	60	75
	2481	0	03	45
	2482	0	22	05
	2483	0	01	45
	2484	0	28	95
	2485/1	0	31	80
	2495	0	03	25
	2504	0	12	75
	2507/2	0	00	80
	2506/1	0	18	70
	2506/2	0	26	60
	2506/3	0	33	70
	2281/5	0	00	75
	2635	0	00	25
	2636	0	07	85

1	2	3	4	5
4. बरमखेडी	22/5	0	26	75
	22/6	0	21	60
	30	0	05	30
	29/3	0	22	25
	182	0	00	30
	168/1	0	40	45
	168/2	0	04	60
	167/2	0	03	60
	163	0	09	05
	165	0	16	45
	476/1	0	25	95
	476/2	0	01	85
	475	0	04	05
	477/1	0	01	05
	477/2	0	17	15
	477/3	0	00	95
	478/1	0	17	50
	478/2	0	07	50
	390/1	0	02	10
	390/2	0	09	40
	389/1	0	09	20
	389/2	0	11	20
	389/3	0	07	45
	389/4	0	10	00
	394	0	00	35
	395/1	0	09	55
	395/2	0	13	10
	396/1	0	08	60
	396/2	0	07	30
	396/3	0	08	55
	398	0	17	60
	384/1	0	36	25
	399	0	05	95
	381/1	0	22	15
	381/2	0	22	55
	379/2	0	10	90

1	2	3	4	5
बरमखेडी (निरंतर)	379/4	0	13	60
	378/1	0	19	80
	378/2	0	20	90
	377	0	00	90
	376/2	0	20	70
	375	0	07	50
	357/1	0	16	80
	357/2	0	12	35
	357/3	0	02	55
	356/1	0	00	30
	356/2	0	14	10
	356/3	0	02	25
	354/2	0	02	40
	354/3	0	14	25
	354/4	0	02	90
	355/1	0	1	90
	310/1	0	03	50
	310/2	0	01	90
	310/3	0	01	25
	309/1	0	04	25
	309/2	0	04	55
	309/3	0	07	65
	308	0	00	30
	311	0	28	30
	314	0	27	50
	297/3	0	23	70
	290	0	12	65
	291	0	08	80
	292/1	0	01	65
5. सेमलखेडी खुर्द	13/1	0	10	45
	13/2	0	12	45
	11	0	02	50
	25/1	0	51	60
	25/2	0	28	50
	26	0	25	60
	33	0	00	30

1	2	3	4	5
सेमलखेडी खुर्द (निरंतर)	40	0	07	15
	42	0	49	65
	44	0	11	55
	48/4	0	00	50
6. खूंटपला	889	0	00	80
	896	0	05	25
	897	0	08	90
	899	0	31	95
	895	0	20	75
	894	0	17	00
	892/2	0	25	90
	990	0	22	75
	992/1	0	23	20
	992/2	0	05	65
	994	0	24	40
	995	0	00	45
	1005	0	16	30
	1009	0	10	30
	1010/1	0	17	90
	1010/2	0	03	35
	1023	0	14	25
	1022	0	24	40
	1031	0	26	60
	1030	0	03	20
	1033	0	28	20
	1038	0	13	75
	1048/1	0	02	10
	1048/2	0	05	15
	1048/3	0	10	50
	1047	0	08	70
	1046	0	11	30
	1044	0	19	65
	1055	0	16	80
	1070	0	12	40
	1069	0	03	00
	1092	0	21	05

1	2	3	4	5
खूंटपला (निरंतर)	1091	0	04	40
	1090/1	0	07	30
	1090/2	0	03	65
	1090/3	0	00	05
	1087	0	02	80
	1088	0	05	35
	1089	0	09	40
	1079/1	0	21	55
	1079/2	0	04	60
	1078/1	0	01	70
	1078/2	0	04	40
	1136	0	18	60
	1137	0	22	90
	1169	0	14	65
	1172	0	00	15
	1170	0	15	05
	1171	0	12	45
	1175/1	0	05	65
	1175/2	0	04	40
	1165	0	02	40
	1164/1	0	11	85
	1164/2	0	13	00
	1164/3	0	04	30
	1419	0	00	10
	1420/1/1	0	07	60
	1420/1/2	0	12	05
	1420/2	0	04	70
	1156/2	0	07	60
	1422	0	02	90
	1424	0	08	35
	1423	0	02	75
	1425/1	0	03	95
	1425/2	0	17	80
	1432	0	02	50
	1436/1	0	11	60
	1436/2	0	00	30

1	2	3	4	5
खूंटपला (निरंतर)	1393	0	08	30
	1392	0	18	85
	1388	0	02	00
	1379/1	0	09	55
	1379/2	0	04	35
	1385/1	0	00	05
	1385/2	0	02	55
	1385/3	0	08	10
	1382	0	01	70
	1383	0	05	30
	1465	0	03	25
	1466	0	02	95
	1464	0	05	10
	1467	0	12	05
	1468	0	05	00
	1470	0	21	35
	1471	0	19	90
	1474	0	22	00
	1473	0	00	05
	1476/1	0	00	05
	1476/2	0	00	70
	1491/1905	0	16	20
	1481/1	0	05	10
	1481/2	0	04	00
	1482	0	19	75
	1483	0	04	90
	1484	0	04	65
	1485	0	06	05
7. बणी	619	0	14	25
	620	0	07	15
	621	0	49	85
	643	0	03	00
	648	0	33	90
	649	0	23	50
	650	0	01	30
	602	0	00	10
बणी (निरंतर)	663	0	05	05
	662	0	02	85
	664	0	02	10
	600	0	13	50
	670	0	13	80

1	2	3	4	5
	671	0	09	00
	673	0	01	00
	674	0	28	10
	690	0	09	55
	691	0	10	75
	692/2	0	07	30
	692/3	0	26	15
	692/4	0	04	75
	695	0	12	85

[फ़. सं. एल-14014/34/2001-जी.पी. (भाग-I)]

स्वामी सिंह, निदेशक

New Delhi, the 27th October, 2004

S. O. 2789.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2062, dated the 22 July, 2003, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of regassified liquefied natural gas through the Jamnagar-Bhopal Pipeline Project from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh by Gas Transportation and Infrastructure Company Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 25th, 26th, 27th and 28th August, 2003;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of publication of the declaration, in Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

SCHEDULE**Tehsil : Sardarpur****District : Dhar****State: Madhya Pradesh**

Name of the Village	Survey No.	AREA		
		Hectare	Are	C-Are
1	2	3	4	5
I. MOULANA	112/2	0	44	75
	118	0	13	15
	119	0	30	70
	121	0	00	15
	122	0	05	00
	123	0	08	55
	124	0	07	90
	125	0	09	15
	51/2	0	03	85
	99	0	30	50
	72	0	27	00
	74	0	12	10
	81	0	14	45
	82	0	09	40
	83	0	08	90
	57/3	0	04	40
	58	0	19	70
	129	0	08	50
	130	0	13	10
	133	0	02	90
	132/3	0	12	30
	180	0	02	20
	246/1	0	30	00
	246/2	0	07	60
	251	0	02	95
	256	0	01	40
	248/2	0	10	90
	248/3	0	10	70
	249	0	00	70

1	2	3	4	5
MOULANA (Cont'd)	245	0	31	10
	227	0	32	25
	228	0	03	20
	221	0	04	00
	229/1	0	14	00
	229/2	0	59	80
	218	0	00	50
	229/4	0	06	40
	209	0	02	10
	210	0	05	30
	195	0	01	30
	200/1	0	00	20
	200/2	0	07	20
	200/3	0	11	70
	199	0	53	70
	198/1	0	31	20
	999/3	0	39	10
	999/2	0	14	20
	999/1	0	37	35
	998	0	05	55
	997	0	05	50
	1043	0	04	35
	1044	0	03	70
2. BODIYA	234	0	35	00
	233	0	10	90
	250	0	00	85
	248	0	03	85
	247	0	00	25
	244	0	27	10
	245	0	03	50
	277	0	11	20
	275	0	01	60
	273	0	04	75
	370	0	22	15
	364	0	00	30
	358	0	04	55

1	2	3	4	5
BODIYA (Cont'd)	359	0	13	90
	362	0	04	90
	360	0	08	65
	352	0	17	30
	351	0	07	00
	354	0	06	30
	755	0	06	70
	753	0	00	05
	751	0	17	90
	750	0	04	75
	748	0	06	85
	766	0	04	40
	1067	0	13	25
	1066/1	0	17	65
	1065	0	05	00
	1153	0	11	50
	1156	0	10	50
	1138	0	04	45
	1137	0	03	70
	1159	0	05	70
	1160	0	05	60
	1132	0	08	70
	1133	0	05	55
	1126	0	03	00
	1128	0	12	35
	1130	0	02	60
	1248	0	19	00
	1243	0	10	40
	1244	0	10	90
	1241	0	00	25
	1239	0	38	85
	1259		08	65
	1260	0	07	45
	1275	0	26	45
	1276	0	03	35
	1278	0	10	75

1	2	3	4	5
BODIYA (Cont'd)	1515	0	08	20
	1514	0	00	70
	1513	0	05	70
	1512	0	02	60
	1516	0	02	50
	1511	0	15	90
	1509	0	08	75
	1506/1/1	0	04	85
	1506/2	0	04	70
	1505	0	10	05
	1502	0	02	50
	1499	0	13	55
	1494	0	01	25
	1498	0	12	65
	1496	0	26	15
	1484	0	00	55
	1486	0	06	30
	1485	0	00	25
	1487	0	02	85
	1488	0	02	25
	1489	0	07	35
3. JOULANA	2453/1	0	00	40
	2457	0	60	75
	2481	0	03	45
	2482	0	22	05
	2483	0	01	45
	2484	0	28	95
	2485/1	0	31	80
	2495	0	03	25
	2504	0	12	75
	2507/2	0	00	80
	2506/1	0	18	70
	2506/2	0	26	60
	2506/3	0	33	70
	2281/5	0	00	75
	2635	0	00	25
	2636	0	07	85

1	2	3	4	5
4. BARAMKHEDI	22/5	0	26	75
	22/6	0	21	60
	30	0	05	30
	29/3	0	22	25
	182	0	00	30
	168/1	0	40	45
	168/2	0	04	60
	167/2	0	03	60
	163	0	09	05
	165	0	16	45
	476/1	0	25	95
	476/2	0	01	85
	475	0	04	05
	477/1	0	01	05
	477/2	0	17	15
	477/3	0	00	95
	478/1	0	17	50
	478/2	0	07	50
	390/1	0	02	10
	390/2	0	09	40
	389/1	0	09	20
	389/2	0	11	20
	389/3	0	07	45
	389/4	0	10	00
	394	0	00	35
	395/1	0	09	55
	395/2	0	13	10
	396/1	0	08	60
	396/2	0	07	30
	396/3	0	08	55
	398	0	17	60
	384/1	0	36	25
	399	0	05	95
	381/1	0	22	15
	381/2	0	22	55
	379/2	0	10	90

1	2	3	4	5
BARAMKHEDI (Cont'd)	379/4	0	13	60
	378/1	0	19	80
	378/2	0	20	90
	377	0	00	90
	376/2	0	20	70
	375	0	07	50
	357/1	0	16	80
	357/2	0	12	35
	357/3	0	02	55
	356/1	0	00	30
	356/2	0	14	10
	356/3	0	02	25
	354/2	0	02	40
	354/3	0	14	25
	354/4	0	02	90
	355/1	0	1	90
	310/1	0	03	50
	310/2	0	01	90
	310/3	0	01	25
	309/1	0	04	25
	309/2	0	04	55
	309/3	0	07	65
	308	0	00	30
	311	0	28	30
	314	0	27	50
	297/3	0	23	70
	290	0	12	65
	291	0	08	80
	292/1	0	01	65
5. SEMALKHEDI KHURD	13/1	0	10	45
	13/2	0	12	45
	11	0	02	50
	25/1	0	51	60
	25/2	0	28	50
	26	0	25	60
	39	0	00	30

1	2	3	4	5
SEMALKHEDI KHURD (Cont'd)	40	0	07	15
	42	0	49	65
	44	0	11	55
	48/4	0	00	50
6. KHUNTPALA	889	0	00	80
	896	0	05	25
	897	0	08	90
	899	0	31	95
	895	0	20	75
	894	0	17	00
	892/2	0	25	90
	990	0	22	75
	992/1	0	23	20
	992/2	0	05	65
	994	0	24	40
	995	0	00	45
	1005	0	16	30
	1009	0	10	30
	1010/1	0	17	90
	1010/2	0	03	35
	1023	0	14	25
	1022	0	24	40
	1031	0	26	60
	1030	0	03	20
	1033	0	28	20
	1038	0	13	75
	1048/1	0	02	10
	1048/2	0	05	15
	1048/3	0	10	50
	1047	0	08	70
	1046	0	11	30
	1044	0	19	65
	1055	0	16	80
	1070	0	12	40
	1069	0	03	00
	1092	0	21	05

1	2	3	4	5
KHUNTPALA (Cont'd)	1091	0	04	40
	1090/1	0	07	30
	1090/2	0	03	65
	1090/3	0	00	05
	1087	0	02	80
	1088	0	05	35
	1089	0	09	40
	1079/1	0	21	55
	1079/2	0	04	60
	1078/1	0	01	70
	1078/2	0	04	40
	1136	0	18	60
	1137	0	22	90
	1169	0	14	65
	1172	0	00	15
	1170	0	15	05
	1171	0	12	45
	1175/1	0	05	65
	1175/2	0	04	40
	1165	0	02	40
	1164/1	0	11	85
	1164/2	0	13	00
	1164/3	0	04	30
	1419	0	00	10
	1420/1/1	0	07	60
	1420/1/2	0	12	05
	1420/2	0	04	70
	1156/2	0	07	60
	1422	0	02	90
	1424	0	08	95
	1423	0	02	75
	1425/1	0	03	95
	1425/2	0	17	80
	1432	0	02	50
	1436/1	0	11	60
	1436/2	0	00	30

1	2	3	4	5
KHUNTPALA (Cont'd)	1393	0	08	30
	1392	0	18	85
	1388	0	02	00
	1379/1	0	09	55
	1379/2	0	04	35
	1385/1	0	00	05
	1385/2	0	02	55
	1385/3	0	08	10
	1382	0	01	70
	1383	0	05	30
	1465	0	03	25
	1466	0	02	95
	1464	0	05	10
	1467	0	12	05
	1468	0	05	00
	1470	0	21	35
	1471	0	19	90
	1474	0	22	00
	1473	0	00	05
	1476/1	0	00	05
	1476/2	0	00	70
	1491/1905	0	16	20
	1481/1	0	05	10
	1481/2	0	04	00
	1482	0	19	75
	1483	0	04	90
	1484	0	04	65
	1485	0	06	05
	619	0	14	25
	620	0	07	15
	621	0	49	85
	643	0	03	00
	648	0	33	90
	649	0	23	50
	650	0	01	30
	602	0	00	10
BANI (Cont'd)	663	0	05	05
	662	0	02	85
	664	0	02	10
	600	0	13	50
	670	0	13	80

1	2	3	4	5
	671	0	09	00
	673	0	01	00
	674	0	28	10
	690	0	09	55
	691	0	10	75
	692/2	0	07	30
	692/3	0	26	15
	692/4	0	04	75
	695	0	12	85

[F. No. L-14014/34/2001-G.P. (Part-I)]
SWAMI SINGH, Director

नई दिल्ली, 28 अक्टूबर, 2004

का. आ. 2790.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स गैस ट्रांसपोर्टेशन एंड इनफ्रास्ट्रक्चर कम्पनी लिमिटेड की संप्रवर्तक कम्पनी मेसर्स रिलाएंस इण्डस्ट्रीज कम्पनी लिमिटेड के गोवा में उत्तरी/दक्षिणी अपतट में खोज ब्लॉकों और आन्ध्रप्रदेश में संरचनाओं से महाराष्ट्र राज्य में सोलापुर और ठस्मानावाद जिलों के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मेसर्स गैस ट्रांसपोर्टेशन एंड इनफ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के सम्बन्ध में श्री डी.एस.घोत्रे, सक्षम प्राधिकारी, जी. टी.आई. सी. एल. पाइपलाइन प्रयोजना, रेल इन्फोकाम, प्लॉट नं. 14/बी, निसपाम सोसायटी, बिजापुर रोड, सोलापुर 413 004, महाराष्ट्र राज्य को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

मंडल/ तेहसिल/ तालुक : बार्शी		जिल्हा : सोलापूर	राज्य : महाराष्ट्र		
गाँव का नाम	सर्वे नं / गट नं	हेक्टर	एर	सि एर	
1	2	3	4	5	
1) नारीवाडी	137	00	00	40	
	138	00	62	20	
	135	00	61	80	
	134	00	12	80	
	69/1	00	23	00	
	69/2	00	32	80	
	69/3	00	13	10	
	110	00	27	30	
	111	00	34	40	
	113	01	30	60	
	नाला ग. नं. 113 में	00	04	00	
	9	00	07	50	
	10	01	17	40	
	14	00	00	90	
	15	00	46	40	
	16/3	00	43	30	
	17/1/अ	01	49	90	
2) नारी	64/2/अ	00	40	20	
	64/2/ब	00	35	00	
	राम नदी ग.नं. 64/2 में	00	06	40	
	63	00	13	70	
	61	00	14	20	
	60	00	24	70	
	58/1	00	24	50	
	58/2	00	22	40	
	32	00	31	30	
	41	00	38	90	
	गाडी रस्ता ग.नं. 41 और 38 के बीच	00	07	10	
	नाला ग.नं. 38 में	00	05	30	
	38	00	31	10	
	40	00	66	90	
	43	00	23	90	
	गाडी रस्ता ग.नं. 40 और 427 के बीच	00	05	80	
	427/1	00	27	70	
	427/2	00	19	00	
	428/1	00	21	80	
	428/2	00	08	40	

1	2	3	4	5
2) नारी (निरंतर)	430	00	33	70
	426	00	22	70
	425/1	00	16	10
	424	00	12	60
	423	01	83	10
	371	00	49	00
	376	00	29	00
	375	00	50	90
	सड़क ग.नं. 375 और 371 के बीच	00	07	70
	374	00	07	10
	380	00	58	80
	नाला ग.नं. 377 /4 में	00	02	70
	377/4	00	05	10
	381	00	11	00
	385	00	65	90
	386	00	32	70
	387	00	18	20
	388/1	00	12	40
	388/2	00	02	20
	391	00	27	50
	392	00	24	40
	393	00	01	60
3) गोरमाले	272	00	24	60
	273	00	35	40
	270	00	01	30
	274	00	38	30
	275	00	87	30
	280	00	44	00
	281	00	05	90
	नाला ग.नं. 281 में	00	03	60
	287/2	00	92	60
	287/1	00	20	30
	288/1	00	33	90
	288/2	00	00	10
	289	00	24	40
	नाला ग.नं. 289 में	00	04	80
	गाड़ी रस्ता ग.नं. 289 और 354 के बीच	00	02	30
	354/1	00	49	40
	354/12	00	03	50
	355	00	45	20
	360	00	40	10
	361/2	00	35	50
	363	00	27	30
	370	00	12	30

1	2	3	4	5
3) गोरमाले (निरंतर)	सडक ग.नं. 370 और 371 के बीच	00	05	90
	371	00	22	30
	372	00	16	30
	नाला ग.नं. 372 में	00	15	10
	373	00	12	10
	374	00	15	70
	375/2	00	21	60
	375/1	00	20	20
	376	00	26	70
	377	00	18	00
	379	00	20	40
	380	00	22	10
	383	00	48	00
	नाला ग.नं. 387 में	00	01	90
	387	00	53	40
	389	00	11	30
	390	00	14	60
	391	00	13	90
	392	00	17	30
	393	00	26	70
	394	00	33	40
	395	00	13	80
	396	00	10	90
	398	00	59	60
	402	00	03	60
	399	00	03	50
	सडक ग.नं. 399 में	00	03	90
	401	00	11	10
	400	00	19	70
	गाडी रस्ता गाव सीमा गोरमाले पर	00	02	00
4) येळंब	22	00	02	80
	33	00	36	60
	32	00	35	60
	31	00	03	10
	नाला ग.नं. 31 और 188 के बीच	00	06	90
	187	00	03	00
	188	00	06	60
	190	00	10	30
	191	00	12	50
	192	00	08	60
	193	00	05	30
	194	00	10	50
	195	00	09	50
	196/2	00	25	90

1	2	3	4	5
4) येल्व (निरंतर)	197	00	27	80
	198	00	46	70
	199/1	00	26	50
	सडक ग.नं. 199 और 200 के बीच	00	07	70
	200	00	48	70
	201	00	57	30
	कालवा ग.नं. 201 में	00	02	80
	202	00	30	10
	176	00	65	80
	177	00	00	50
	178	00	01	60
	निलकंठा नदी ग.नं. 176 और 174 के बीच	00	14	80
	174	00	21	40
	171	00	09	20
	नाला ग.नं. 172 में	00	10	20
	172	00	19	60
	107	00	13	00
	106	01	06	50
5) खामगांव	सडक ग.नं. 92 में	00	06	60
	92	00	29	50
	93	00	27	70
	निलकंठा नदी ग.नं. 93 और 44 के बीच	00	23	30
	44	00	69	80
	43	00	84	50
	नाला ग.नं. 44 में	00	04	30
	सडक ग.नं. 44 में	00	01	30
	42	00	14	70
	41	00	06	90
	40	00	03	50
	39	00	06	70
	38	00	03	50
	37	00	13	90
	38	00	11	60
	34	00	15	80
	33	00	28	20
	32	00	10	10
	31/2	00	03	10
	31/1	00	03	60
	28	00	40	40
	27	00	44	50
	26	00	32	80
	25	00	57	30
	सडक ग.नं. 25 और 527 के बीच	00	12	80
	527/1	00	01	80

1	2	3	4	5
5) खामगांव (निरंतर)	527/2	00	48	80
	527/3	00	17	10
	524	00	15	60
	523	00	23	80
	522	00	49	00
	521	00	23	20
	460	00	00	90
	459	00	79	80
	456	00	28	50
	458	00	05	10
	457	00	39	00
	455	00	11	00
	गाडी रस्ता ग.नं. 455 में	00	06	00
6) धोत्रे	241	00	03	80
	242	00	12	90
	243	00	09	00
	244	00	14	20
	245	00	07	30
	246	00	11	70
	256	00	11	90
	257	00	15	20
	258	00	14	90
	259	00	27	80
	272	00	00	30
	274/1	00	29	50
	273	00	31	70
	286	00	06	20
	293	00	15	60
	294	00	01	60
	295	00	04	60
	296	00	09	00
	297	00	13	20
	300/2	00	30	50
	नाला ग.नं. 300/2 में	00	02	50
	303	00	11	40
	302	00	12	40
	301	00	14	10
	306	00	68	30
	316	00	01	00
	317	00	12	40
	गाडी रस्ता ग.नं. 317 में	00	01	40
7) अरणगांव	143/1	00	08	80
	142/1	00	43	40
	141	00	15	20

1	2	3	4	5
7) अरणगांव (निरंतर)	142/2	00	00	40
	सड़क ग.नं. 141 और 142 के बीच	00	06	80
	140	00	26	10
	139	00	23	00
	137	00	14	90
	135	00	14	40
	131/1	01	59	20
	सड़क ग.नं. 131 में	00	03	30
	130	00	29	10
	नाला ग.नं. 130 में	00	04	50
	129	00	05	70
	78	00	34	10
	नाला ग.नं. 78 में	00	03	10
	76	00	12	70
	75/1	00	20	30
	74	00	23	30
	73	00	11	50
	72	00	41	10
	71	00	13	40
	70/1	00	89	70
	170	00	05	00
	गाड़ी रस्ता ग. नं. 70 में	00	01	20
	रेल्वे ग.नं. 70 और 83 के बीच	00	08	10
	83/1/1	00	54	30
8) जामगांव	177	00	40	20
	178	00	17	20
	179/3	00	62	20
	182	00	25	10
	183/1	00	34	00
	185	00	31	80
	186/1	00	36	50
	188/2	00	16	50
	188/1	00	55	00
	189	00	60	00
	राज्य महामार्ग-158 ग.नं. 189 और 150 के बीच	00	10	30
	150	01	30	60
	सड़क ग.नं. 150 में	00	05	10
	नाला ग.नं. 150 और 130 के बीच	00	04	90
	131	00	19	40
	130	00	33	00
	129	00	73	50
	128	00	05	70
	119	00	75	10
	नाला ग.नं. 119 में	00	03	70

1	2	3	4	5
8) जामगांव (निरंतर)	120	00	84	10
	95	00	18	70
	121/1	00	00	20
	94/1/अ	00	14	30
	93	00	13	40
	92/1	00	12	30
9) भोयरे	51/1	00	37	30
	51/2	00	26	10
	53/1	00	26	40
	53/2	00	22	60
	55/2	00	00	60
	78	00	38	50
	77/2	00	26	60
	77/1	00	34	10
	75	00	00	40
	81/2	00	32	00
	81/3	00	44	50
	गाडी रस्ता ग.नं. 82 में	00	00	40
	68	00	00	10
	81/5	00	27	80
	नाला ग.नं. 81 में	00	01	80
	81/4	00	06	50
	नाला ग.नं. 81 में	00	03	80
	81/1/2	00	37	00
	83/4	00	17	40
	85	00	09	70
	सडक ग.नं. 85 और 86 के बीच	00	06	00
	86/1	00	89	70
10) भागीचाई	51/1	00	04	30
	50/2	00	59	10
	50/1	00	03	60
	49/1	00	04	30
	49/2	00	23	60
	47/2	00	12	50
	47/1	00	23	90
	गाडी रस्ता ग.नं. 46 और 47 के बीच	00	03	00
	46	00	33	10
	42	00	26	10
	41	00	12	40
	40/1	00	00	10
	40/2	00	24	70
	39	00	21	40
	36	00	52	80
	26	00	51	80

1	2	3	4	5
10) गाताचीवाडी (निरंतर)	24	00	29	00
	22	00	26	60
	गाडी रस्ता ग.नं. 21 में	00	01	60
	21	00	38	20
	20	00	21	60
	19/1	00	06	50
	19/2	00	01	00
11) ताडसौंदणे	146	00	10	70
	147	00	12	90
	153	00	19	10
	154	00	21	60
	155	00	18	70
	157	00	09	50
	158	00	09	50
	162/1	00	10	90
	162/2	00	10	60
	162/3	00	00	10
	163/फ	00	21	30
	164	00	10	30
	सडक ग.नं. 165 और 164 के बीच	00	06	10
	165	00	10	00
	166/1	00	27	20
	167/2	00	06	60
	167/1	00	05	50
	171/1	00	06	50
	171/2	00	06	50
	172/1	00	12	30
	177	00	05	60
	178/1	00	06	90
	180	00	06	30
	181	00	06	20
	182/1	00	19	80
	183	00	20	40
	184/अ/1	00	11	60
	184/ब/1	00	12	90
	184/अ/2	00	31	20
	184/ब/2	00	00	20
	गाडी रस्ता ग.नं. 184 में	00	02	00
12) शेळगाव (व्हळे)	73/1	00	39	10
	72/1/1	00	20	80
	72/2/ब	00	17	50
	76	00	12	50
	77	00	13	30
	86	00	03	20

1	2	3	4	5
12) शेळगाव (क्ले) (निरंतर)	85	00	15	40
	90	00	19	90
	91	00	07	60
	92	00	03	70
	93	00	03	00
	96	00	05	90
	120	00	08	40
	125/1	00	05	20
	125/2	00	02	40
	124	00	07	90
	123	00	14	70
	131	00	23	80
	122	00	32	20
	121	00	05	20
	सडक ग.नं. 122 और 142 के बीच	00	04	50
	142/1	00	18	00
	142/2	00	19	30
	143	00	11	90
	145/1	00	04	40
	146	00	16	10
	नाला ग.नं. 146 और 148 के बीच	00	03	50
	148/1	00	25	60
	148/2	00	05	20
	149/1	00	22	60
	149/2	00	21	40
	149/3	00	12	70
	165/1	00	29	20
	165/2	00	24	90
	176	00	09	60
	177	00	04	10
	178/2+3+4	00	22	10
	178/1	00	18	70
	179	00	13	20
	180	00	13	70
	188	00	09	30
	187	00	14	60
	सडक ग.नं. 187 और 182 के बीच	00	13	10
	182	00	14	20
	186	01	07	70
	183	00	35	10
13) देवगांव	310	00	10	20
	नाला ग.नं. 310 में	00	05	50
	311	00	62	50
	312	00	48	30

1	2	3	4	5
13) देवगांव (निरंतर)	313	00	01	30
	314	00	20	80
	318	00	19	30
	317	00	55	80
	316	00	03	20
	321	00	22	60
	322	00	12	80
	323	00	28	20
	327	00	14	20
	331	00	05	80
	288/2	00	00	20
	गाड़ी रस्ता ग.नं. 331 और 288/2 के बीच	00	02	90
	287/1	00	17	40
	282/1	00	37	10
	282/2	00	04	10
	281/1	00	15	50
	280	00	10	80
	279	00	05	40
	278	00	10	00
	277	00	07	90
	276	00	21	40
	275	00	10	20
	274	00	10	70
	273	00	07	40
	272	00	12	50
	271	00	18	60
	265	00	09	30
	264	00	09	10
	263	00	08	00
	282	00	07	10
	261	00	04	70
	259	00	07	40
	258	00	06	60
	257	00	05	00
	256	00	06	40
	250	00	11	20
	249	00	11	60
	248	00	04	90
	247	00	05	50
	246	00	12	20
	241	00	08	80
	240	00	08	30
	239	00	07	50
	238	00	10	90

1	2	3	4	5
13) देवगांव (निरंतर)	235	00	11	40
	234/4	00	20	70
	234/3	00	14	50
	233	00	09	70
	232	00	11	10
	230	00	10	70
	228	00	11	10
	227	00	21	10
	217	00	08	60
	218	00	08	30
	213/5	00	19	40
	206	00	11	00
	गाडी रस्ता ग.नं. 208 में	00	02	20
	208	00	15	20
	209	00	13	60
	167	00	14	30
	168	00	76	20
	156	01	44	40
	नदी (नानी) ग.नं. 156 और 131 के बीच	00	12	00
	136/2	00	04	00
	139	00	48	00
	138	00	55	80
	सडक ग.नं. 138 और 141 के बीच	00	06	70
	141	00	34	20
	140	00	00	40
	137	01	39	20

मंडल/ तेहसिल/ तालुक : परांडा	जिल्हा : उस्मानाबाद	राज्य : महाराष्ट्र		
1) सिरसाव	सडक गाव देवगाव और सिरसाव के बीच	00	07	90
	396	00	55	40
	395	00	00	50
	नदी चांदनी ग.नं. 396 और 415 के बीच	00	23	40
	415	00	53	70
	414	00	37	00
	413	00	33	60
	417	00	19	60
	420	00	36	20
	नाला ग.नं. 421 में	00	01	70
	421	00	04	90
	422	00	07	50
	428	00	17	90
	429	00	08	30
	430	00	11	50
	433	00	19	90
	435	00	34	30

1	2	3	4	5
1) सिरसाव (निरंतर)	446	00	05	00
	448	00	01	10
	गाड़ी रस्ता ग.नं. 446 और 444 के बीच	00	04	10
	444	00	06	70
	445	00	22	90
	461	00	19	40
	460	00	31	30
	459	00	18	90
	458	00	09	70
	457	00	21	20
	441	00	02	30
	नाला ग.नं. 441 और 457 के बीच	00	01	90
	नाला ग.नं. 439 में	00	00	40
	439	00	09	30
	गाड़ी रस्ता ग.नं. 340 में	00	05	90
	340	00	79	70
	342	00	14	80
	341	00	18	70
	322	00	30	30
	323	00	25	20
	319	00	14	90
	318	00	11	00
	317	00	37	40
	310	00	24	90
	309	00	24	30
	302	00	25	00
	194	01	27	50
	नाला ग.नं. 194 और 142 के बीच	00	02	90
	142	00	88	70
	143	00	24	10
	144	00	09	10
	94	00	31	20
	148	00	68	00
	146	00	15	30
	147	00	10	00
	149	00	05	40
	सड़क ग.नं. 148 में	00	05	80
	150	00	42	80
2) जवला	92	00	09	40
	93	00	37	90
	94	00	18	60
	95	00	18	60
	96	00	13	60
	97	00	17	40

1	2	3	4	5
2) जयळा (निरंतर)	123	00	20	10
	121	00	15	90
	120	00	06	80
	117	00	19	60
	116	00	75	00
	114	00	24	10
	112	00	94	60
	गाडी रस्ता ग.नं. 112 और 259 के बीच	00	04	50
	259	00	40	90
	260	00	50	00
	263	00	00	50
	261	00	89	00
	माला ग.नं. 261 में	00	28	00
	415	00	97	70
	416	00	00	60
	गांधी सड़क ग.नं. 415 और 460 के बीच	00	04	50
	460	00	81	60
	461	00	43	60
	462	00	19	60
	463	00	00	40
	477	00	12	70
	478	00	43	60
	486	00	24	20
	487	00	14	60
	484	00	16	30
	490	00	39	50
	गाडी रस्ता ग.नं. 490 और 491 के बीच	00	01	10
	491	00	44	70
	492	00	24	40
	494	00	69	30
	496	00	41	80
	497	00	41	70
	498	00	48	60
	499	00	24	50
	636	00	15	70
3) धारगाव	336	00	34	10
	334	00	28	70
	333	00	17	80
	332	00	11	10
	330	00	05	30
	331	00	17	90
	329	00	74	50
	298	00	01	30
	सड़क गाव सीमा पर	00	06	70

1	2	3	4	5
4) राजुरीबीबाडी	8	00	66	80
	7	00	87	90
	9/ब	00	83	80
	10/ब	00	88	60
5) राजुरी	202	00	03	90
	203	00	02	30
	204	00	18	70
	205	00	20	20
	206	00	17	70
	207	00	17	90
	190	00	65	60
	189	00	24	30
	188	00	09	10
	187	00	07	90
	186	00	09	70
	185	00	11	90
	184	00	11	30
	173	00	16	90
	172	00	05	60
	170	00	04	90
	169	00	01	80
	168	00	00	40
	174	00	05	30
	171	00	15	70
	160	00	54	80
	156	00	20	50
	154	00	08	70
	152	00	06	20
	149	00	08	20
	146	00	16	00
	130	00	61	70
	माला ग.नं. 130 में	00	12	80
	141	00	00	20
	128	00	25	20
	126/1	00	22	20
	103	00	23	60
	102	00	21	50
	101	00	04	80
	100	00	05	80
	99	00	07	20
	98	00	05	50
	97	00	09	70
	95	00	10	50
	94	00	13	10

1	2	3	4	5
5) राजुरी (निरंतर)	93	00	07	80
	92	00	05	40
	91	00	20	90
	90	00	14	50
	सडक ग.नं. 89 में	00	05	10
	89	00	32	10
	45	00	37	00
	44	00	14	70
	43	00	18	30
	41	00	05	40
	40	00	05	30
	39	00	06	80
	38	00	04	30
	37	00	04	50
	35	00	03	50
	34	00	07	10
	33	00	05	60
	32	00	16	20
	उल्पा नदी गाव सीमा पर ग.नं. 32 के पास	00	12	60
6) अंजेरी	31/अ	00	32	30
	28	00	45	30
	28/ई	01	03	90
	28/ड	00	02	70
	28/क	00	03	00
	गाडी रस्ता ग.नं. 29 में	00	00	70
	29/1	01	80	20
	गांव सडक ग.नं. 29 और 25 के बीच	00	04	50
	23	00	04	40
	25	00	63	20
	25/ब	00	11	30
	25/क	00	30	90
	कालवा ग.नं. 25 में	00	04	10
7) पांचपिपळे	61/2	00	06	80
	61/1	00	40	00
	62/2	00	20	50
	62/1	00	17	30
	62/3	00	06	40
	62/4	00	27	60
	62/5	00	32	80
	नदी ग.नं. 62 और 49 के बीच	00	29	30
	49/2	00	58	30
	49/6	00	50	30
	49/7	00	14	60
	49/12	00	75	70

1	2	3	4	5
7) पांचपिपळे (निरंतर)	49/13	00	05	60
	68	00	07	50
	69	00	36	30
	73/1	00	04	00
	सडक ग.नं. 74 और 124 के बीच	00	05	30
	124/1	00	42	90
	124/2	00	46	50
	कालवा ग.नं. 124/5 में	00	07	70
	124/5	00	15	70
	124/4	00	22	30
	122/1	00	10	00
	122/2	00	07	70
	122/3	00	03	60
	122/4	00	03	30
	112/2	00	05	80
	सडक ग.नं. 112 और 128 के बीच	00	24	50
	128	00	49	60
	नाला ग.नं. 129 में	00	02	00
	129/1	00	00	30
	129/2	00	17	80
	130/2	00	23	90
	130/1	00	27	80
	131	00	45	60
	132	00	58	20
	179	01	14	00
	178/2	00	11	10
	178/1	00	41	00
	सडक ग.नं. 178 और 183 के बीच	00	10	30
	183/1	00	46	20
	183/2	00	65	00
	190	00	17	00
	185	01	45	50
	186	00	13	50
	गाडी रस्ता ग.नं. 186 में	00	01	20
8) कंजारी	451	00	00	90
	450	00	50	10
	453	00	02	30
	454	01	03	30
	457	00	36	40
	447	00	19	60
	सडक ग.नं. 460 और 447 के बीच	00	06	70
	460	00	54	40
	462	00	52	20
	468	00	39	80

1	2	3	4	5
8) कंवारी (निरंतर)	468	00	25	50
	473	00	18	60
	475	00	28	40
	कालवा ग. नं. 476 में	00	10	90
	489	00	32	70
	488	00	15	50
	487	00	09	20
	486	00	16	90
	498	00	12	10
	499	00	11	80
	500	00	11	10
	गाडी रस्ता ग.नं. 499 और 518 के बीच	00	06	50
	518	00	54	80
	519	00	50	60
	593	00	78	60
	नाला ग.नं. 593 में	00	06	10
	592	00	00	20
	590	00	82	90
	602	00	31	60
	613	00	23	00
	612	00	70	80
	611	00	65	40
	625	00	11	10
	628	00	24	50
	610	00	74	60
	नाला ग.नं. 510 और 627 के बीच	00	04	90
	सड़क ग.नं. 610 और 627 के बीच	00	06	10
	627	00	52	60
	630	00	16	00
9) सोनारी	80	00	76	50
	77	00	43	90
	कालवा ग.नं. 77 में	00	12	80
	76	00	33	50
	75	00	72	80
	74	00	68	70
	गाडी रस्ता ग.नं. 74 और 60 के बीच	00	01	00
	60/इ	00	42	40
	71	00	37	10
	70	00	11	10
	राज्य महामार्ग 161 ग.नं. 70 और 69 में	00	07	50
	69	00	11	60
	कालवा ग.नं. 69 में	00	11	80
	67	00	32	20
	63	00	13	10

1	2	3	4	5
9) सौनारी (निरतार)	62	00	29	80
	नाला ग.नं. 62 और 60 में	00	07	50
	60/अ	00	00	90
	60/क	00	57	10
	गाडी रस्ता ग.नं. 60 में	00	01	50
	60/ब	00	70	70
	गाडी रस्ता ग.नं. 60 में	00	02	90
	39	01	06	70
	लघु कालवा ग.नं. 39 में	00	10	70
	40	01	57	70
10) कौडगांव	21	00	41	80
	20/1/अ	00	23	70
	20/1/ब	00	08	30
	20/2/क	00	08	50
	20/1/क	00	15	00
	19	01	43	10
	गाडी रस्ता ग. नं. 19 में	00	03	30
	16	00	22	80
	15	00	68	90
	गाडी रस्ता ग. नं. 15 में	00	03	40
	10	00	87	70
	11	01	77	10
	नाला ग. नं. 11 में	00	02	20
	नाला ग. नं. 11 में	00	06	20
	8/1/अ	00	04	70
	6	01	15	90
	सडक ग.नं. 6 में	00	04	30
11) डौजा	232	00	67	70
	231	00	40	00
	230	01	10	70
	229	00	16	70
	275	00	21	80
	276	00	48	90
	277	01	34	40
	210	00	66	00
	209	00	61	60
	208	00	38	80
	188	00	88	80
	नाली नदी ग.नं. 189 और 208 के बीच	00	07	10
	207	00	11	10
	189	00	47	30
	185	00	89	40
	गाडी रस्ता ग.नं. 185 में	00	02	00
	186	00	48	60

1	2	3	4	5
11) डोंजा (निरंतर)	गाडी रस्ता ग.नं. 186 और 428 के बीच	00	02	60
	428	00	14	90
	429	00	55	30
	गाडी रस्ता ग.नं. 429 में	00	02	60
	436	01	50	80
	नाला ग.नं. 436 में	00	02	40
	खेरी नदी ग.नं. 436 और 484 के बीच	00	13	70
	484/1	00	83	70
	484/2	00	43	60
	484/3	00	67	40
	485	00	47	40
	गाडी रस्ता ग.नं. 485 में	00	00	80
	551	00	28	10
	550	00	29	80
	562	00	59	00
	563	00	58	00
	561	00	67	20
	गाडी रस्ता ग.नं. 580 में	00	01	50
	580	00	50	60
	581	00	54	60
	582	00	11	50
	583	00	13	20
	584	00	15	50
	585	00	07	30
	586	00	07	60
	587	00	14	60
	588	00	07	30
	589	00	05	90
	590	00	04	30
	601	00	12	20
	592	00	03	90
	593	00	03	30
	594	00	08	00
	595	00	44	10
	नाला ग.नं. 595 में	00	01	60
	596	00	03	40
	598	00	05	90
	599	00	04	50
	600	00	03	70
	602	00	05	10
	608	00	48	50
	नाला ग.नं. 608 और 606 के बीच	00	06	20
	606	00	10	10
	सडक ग.नं. 606 और 614 के बीच	00	15	70

1	2	3	4	5
11) डोंजा (मिरत)	614	00	07	30
	620	00	13	30
	621	00	20	90
	622	00	15	30
	623	00	12	40
	628	00	13	20
	629	00	07	90
	630	00	10	30
	633	00	31	00
	634	00	06	50
	635	00	08	90
	838	00	04	70
	637	00	07	80
	638	00	06	50
	839	00	05	20
	640	00	03	00
	841	00	03	00
	642	00	04	00
	643	00	04	00
	644	00	08	00
	655	00	70	00
	656	00	36	00
	708	00	77	10
	गाडी रस्ता ग.नं. 708 में	00	08	00
	707	00	01	00
	706	00	38	40
	712	00	44	80
	713	00	52	30
	714	00	21	30
	715	00	22	90
	716	00	22	00
	717	00	22	00
	718	00	23	80
12) आलेश्वर	273	00	89	30
	नाला ग.नं. 272 में	00	01	80
	272	00	26	00
	109	00	71	40
	281	00	11	60
	280	00	45	00
	279	00	14	20
	278	00	04	10
	320	00	29	00
	270	00	12	80
	नाला ग.नं. 321 में	00	02	30

1	2	3	4	5
12) अलेश्वर (निरंतर)	321	00	40	50
	325	00	22	20
	237	00	03	30
	223	00	08	70
	222	00	09	60
	220	00	18	30
	218	00	18	10
	सड़क ग.नं. 218 और 1 के बीच	00	04	80
	1	00	15	80
	2	00	18	30
	3	00	16	40
	4	00	04	30
	5	00	03	60
	6	00	08	40
	9	00	09	70
	10	00	10	50
	25	00	11	50
	26	00	08	70
	29	00	10	60
	33	00	12	00
	34	00	03	70
	सड़क ग.नं. 34 और 35 के बीच	00	05	70
	32	00	00	50
	35	00	11	70
	36	00	15	20
	40	00	01	10
	39	00	42	90
	38	00	08	00
	सीना नदी ग.नं. 39 और 38 के पास	00	26	70
मंडल/ तेहसिल/ तालुक : करमाळा	जिल्हा : सोलापूर	राज्य : महाराष्ट्र		
1) करंजे	36/1	00	50	40
	36/2	00	37	90
	37/1	00	14	60
	35	00	27	20
	34/1	00	38	70
	33/1	00	27	20
	33/2	00	23	10
	33/3	00	02	00
	33/4	00	05	30
	33/5	00	30	80
	30/1	00	12	60
	सड़क ग.नं. 33 और 31 के बीच	00	14	70
	31	00	26	40
	27	00	61	20

1	2	3	4	5
1) करजे (निरंतर)	26	00	53	40
	17	00	28	30
	16	00	20	40
	गाडी रस्ता ग.नं. 16 में	00	04	00
	14/1	00	13	50
	13	00	43	40
	10	00	34	90
	6	00	22	40
	2	00	68	10
	गाडी रस्ता ग.नं. 2 में	00	02	40
	220	00	43	20
	219	00	27	80
	216	00	17	30
	201/2	00	11	00
	201/3	00	02	50
	201/4	00	59	30
	201/5	00	31	50
	202/1/अ	00	06	10
	202/4	00	19	00
	202/5/1	00	11	10
	202/6	00	09	00
	199	01	19	70
	कालवा ग.नं. 199 में	00	07	70
	198	01	09	20
	197	01	42	90
2) खांबेवाडी	37	00	35	10
	76/1	00	25	20
	76/2	00	04	60
	76/4/1	00	42	00
	सडक ग.नं. 76 और 89 के बीच	00	05	90
	89	00	08	00
	90	00	26	60
	91	00	19	20
	गाडी रस्ता ग.नं. 91 में	00	02	60
3) धायखिडी	6	01	72	80
	5	00	30	30
	सडक ग.नं. 5 और 107 के बीच	00	08	50
	107/1	00	21	40
	107/2	00	02	00
	114/1	00	54	40
	नाला ग.नं. 114 और 104 के बीच	00	04	20
	104	00	66	60
	103	00	43	50
	102	00	17	50

1	2	3	4	5
3) धायखिडी (निरंतर)	99	00	19	30
	98/2	00	20	10
	97	00	21	30
	84	00	33	20
	85/1	00	00	10
	80	00	21	70
	86	00	05	70
	79	00	28	10
	78	00	42	90
	77	00	43	60
	76/2	00	02	60
4) करमाळा	153	00	01	00
	152	00	81	20
	83/3/फ	00	02	00
	63/1/1	00	08	70
	63/1/2	00	17	90
	63/1/3	00	04	90
	63/1/4	00	03	70
	63/2	00	15	50
	नाला ग.नं. 65 में	00	15	00
	65	00	42	00
	66	00	69	60
	67	00	34	80
	68	00	33	10
	प्रधान नाला ग.नं. 88 में	00	02	30
	56	00	98	80
	राज्य महामार्ग -143 ग.नं. 56 और 55 के बीच	00	05	90
	55	00	09	30
	53/1/ब	01	19	60
	52	00	21	30
	51	00	59	60
	49	00	21	80
	कालवा ग.नं. 49 में	00	08	80
	48/1	00	26	70
	47/1	00	31	20
	40	00	33	10
	39	00	07	00
5) पोथरे	136	00	39	20
	सडक ग.नं. 136 में	00	02	40
	147/1	01	06	50
	148	00	91	10
	गाडी रस्ता ग.नं. 148 में	00	05	60
	199	00	10	80

1	2	3	4	5
5) पोखरे (निरंतर)	198	00	33	10
	201	00	27	10
	200	00	27	90
6) मांगी	59	00	03	60
	58	01	26	50
	64	00	51	20
	63/2	00	20	10
	65	00	22	50
	66	00	54	50
	राज्य महामार्ग-141 ग.नं. 66 में	00	10	40
	सड़क ग.नं. 70 और 66 के बीच	00	10	30
	70	00	33	30
	71	00	72	40
	75	01	02	40
	गाडी रस्ता ग.नं. 99 में	00	01	00
	99	00	95	70
	97	00	36	70
	93	00	10	20
	96	00	44	40
	नाला ग.नं. 96 और 89 के बीच	00	29	30
	89/1	00	45	30
	89/4	00	21	60
	88	00	52	20
	87/2	00	31	10
	86/2	00	27	60
	85/2	00	33	10
	85/5	00	33	00
7) बडगाव (खुर्द)	31/1	00	13	20
	32	00	00	10
	सड़क ग.नं. 32 और 33 के बीच	00	12	60
	33	00	01	70
	34	00	03	30
	37	00	15	90
	38	00	16	50
	40/1	00	07	80
	40/2	00	06	20
	43	00	16	60
	53	00	22	80
	54	00	00	20
	55/1	00	03	20
	56	00	11	70
	57/1	00	09	00
	57/2	00	07	20
	59/1	00	08	50

1	2	3	4	5
7) बडगाव (खुर्द) (निरंतर)	59/2	00	09	20
	63	00	76	50
	62	00	63	50
	74/5	00	75	50
	73/1	00	18	00
	73/2/2	00	10	80
	73/3/1	00	14	70
	68	00	52	90
	69/1	00	26	00
	69/3	00	09	40
	69/4	00	13	50
8) रावगांव	450/2	00	89	10
	444/2	00	00	10
	445/1	00	14	90
	445/2/ब	00	15	70
	कालवा ग.नं. 449 में	00	06	40
	449	00	24	50
	448/1	00	43	10
	446	00	53	90
	437	00	52	70
	436	00	42	20
	435	00	15	00
	434	00	59	50
	कालवा ग.नं. 431 में	00	04	20
	431/1	00	30	60
	432	00	23	20
	433/1	00	07	10
	433/2	00	01	90
	433/3	00	00	10
	390	00	01	20
	369	00	40	60
	368	00	40	20
	366	00	38	10
	367	00	15	70
	365	00	44	50
	गाडी रस्ता ग.नं. 385 और 339 के बीच	00	16	20
	339	00	88	10
	341	00	09	40
	गाडी रस्ता ग.नं. 339 में	00	01	70
	345/2	00	37	60
	345/3	00	24	00
	कालवा ग.नं. 345 में	00	07	10
	सडक ग. नं. 345 और 333 के बीच	00	07	40
	333	00	04	20

1	2	3	4	5
8) रावगांव (निरंतर)	348	00	16	10
	353	00	21	60
	354	00	18	30
	355	00	21	40
	356/1	00	11	70
	356/2	00	09	00
	356/3	00	09	00
	356/4	00	10	80
	356/5	00	10	20
	357	00	33	30
	नाला ग.नं. 357 और 135 के बीच	00	04	20
	135	00	32	10
	133	00	14	50
	गाड़ी रस्ता ग.नं. 133 और 132 के बीच	00	01	40
	132	00	23	30
	131	00	14	40
	130	00	21	50
	86	00	14	50
	85	00	27	60
	86	00	13	40
	81/2	00	49	20
	सड़क ग. नं. 81 में	00	11	60
	26	00	58	80
	27	00	43	50
	28	00	30	10
	32	00	09	20
	34	00	09	10
	35	00	16	60
	36	00	17	40
	60	00	73	10
	कालवा ग.नं. 37 में	00	01	90
	37	00	12	00
	74	00	54	30
	40/1	00	33	80
	41	00	34	60
	42	00	05	90
	43	00	03	70
	44	00	05	10
	45	00	05	10
	46/1	00	05	10
	46/2	00	05	40
	46/3	00	05	10
	48	00	65	30
	49/1	00	11	20

1	2	3	4	5
8) रावगांव (निरंतर)	50	00	10	80
	57	00	06	80
	नाला ग.नं. 50 और 62 के बीच	00	12	60
	62/1	00	35	40
	61/1	00	12	40
	61/2	00	10	60
	61/3	00	09	60
	61/4	00	09	60
	सड़क गांव सीमा रावगांव पर	00	05	80

[फा. सं. एल-14014/36/2004-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 28th October, 2004

S. O. 2790.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the Natural Gas from exploration blocks in the Northern/Southern offshore of Goa and structure in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various Consumers of districts Solapur and Osmanabad in the State of Maharashtra, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user (ROU) in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of section 3 of the said Act, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri D.S. Dhotre, Competent Authority, Gas Transportation and Infrastructure Company Limited Pipeline Project, Plot No. 14/B, Neera Palm Society, Vijapur Road, Solapur/413004, Maharashtra State.

Schedule

Mandal/Thesil/Taluk : Barsi		District : Solapur		State : Maharashtra	
Village	Survey No./Gat No.	Area to be acquired for R.O.U.			
		Hectare	Are	C-Are	
1	2	3	4	5	
1) Nariwadi	137	00	00	40	
	136	00	62	20	
	135	00	81	80	
	134	00	12	80	
	69/1	00	23	00	
	69/2	00	32	80	
	69/3	00	13	10	
	110	00	27	30	
	111	00	34	40	
	113	01	30	60	
	Nala in G.No. 113	00	04	00	
	9	00	07	50	
	10	01	17	40	
	14	00	00	90	
	15	00	46	40	
	16/3	00	43	30	
	17/1/A	01	49	90	
2) Nari	64/2/A	00	40	20	
	64/2/B	00	35	00	
	Ram River in G.No.64/2	00	06	40	
	63	00	13	70	
	61	00	14	20	
	60	00	24	70	
	58/1	00	24	50	
	58/2	00	22	40	
	32	00	31	30	
	41	00	38	90	
	Cart Track between G.No.41 & 38	00	07	10	
	Nala in G.No.38	00	05	30	
	38	00	31	10	
	40	00	66	90	
	43	00	23	90	
	Cart Track between G.No. 40 & 427	00	05	60	
	427/1	00	27	70	
	427/2	00	19	00	

1	2	3	4	5
2) Nari (Contd....)	428/1	00	21	80
	428/2	00	08	40
	430	00	33	70
	426	00	22	70
	425/1	00	16	10
	424	00	12	80
	423	01	83	10
	371	00	49	00
	376	00	29	00
	375	00	50	90
	Road between G.No. 375 & 371	00	07	70
	374	00	07	10
	380	00	58	80
	Field Channel in G.No. 377/4	00	02	70
	377/4	00	05	10
	381	00	11	00
	385	00	65	90
	386	00	32	70
	387	00	18	20
	388/1	00	12	40
	388/2	00	02	20
	391	00	27	50
	392	00	24	40
	393	00	01	60
3) Gornale	272	00	24	60
	273	00	35	40
	270	00	01	30
	274	00	38	30
	275	00	87	30
	280	00	44	00
	281	00	05	90
	Nala in G.No. 281	00	03	60
	287/2	00	92	60
	287/1	00	20	30
	288/1	00	33	90
	288/2	00	00	10
	289	00	24	40
	Nala in G.No. 289	00	04	80
	Cart Track between G.No. 289 & 354	00	02	30
	354/1	00	49	40
	354/12	00	03	50
	355	00	45	20

1	2	3	4	5
3) Gormale (Contd....)	380	00	40	10
	361/2	00	36	50
	363	00	27	30
	370	00	12	30
	MDR-27 Road between G.No. 370 & 371	00	05	90
	371	00	22	30
	372	00	16	30
	Nala in G.No. 372	00	15	10
	373	00	12	10
	374	00	15	70
	375/2	00	21	60
	375/1	00	20	20
	376	00	26	70
	377	00	18	00
	379	00	20	40
	380	00	22	10
	383	00	48	00
	Nala in G.No. 387	00	01	90
	387	00	53	40
	389	00	11	30
	390	00	14	60
	391	00	13	90
	392	00	17	30
	393	00	26	70
	394	00	33	40
	395	00	13	80
	396	00	10	90
	398	00	59	60
	402	00	03	60
	399	00	03	50
	Road in G.No. 399	00	03	90
	401	00	11	10
	400	00	19	70
	Cart Track on village boundary Gormale	00	02	00
4) Yelamb	22	00	02	80
	33	00	36	60
	32	00	35	60
	31	00	03	10
	Nala between G.No. 31 & 188	00	06	90
	187	00	03	00
	188	00	06	60
	190	00	10	30

1	2	3	4	5
4) Yelamb (Contd....)	191	00	12	50
	192	00	08	60
	193	00	05	30
	194	00	10	50
	195	00	09	50
	196/2	00	25	90
	197	00	27	80
	198	00	46	70
	199/1	00	26	50
	Road between G.No. 199 & 200	00	07	70
	200	00	48	70
	201	00	57	30
	Canal in G.No. 201	00	02	80
	202	00	30	10
	176	00	65	80
	177	00	00	50
	178	00	01	60
	Nilkantha River between G.No. 176 & 174	00	14	80
	174	00	21	40
	171	00	09	20
	Nala in G.No. 172	00	10	20
	172	00	19	60
	107	00	13	00
	106	01	06	50
5) Khamgaon	Road in G.No. 92	00	06	60
	92	00	29	50
	93	00	27	70
	Nilkantha River between G.No. 93 & 44	00	23	30
	44	00	69	80
	43	00	84	50
	Nala in G.No. 44	00	04	30
	WBM Road in G.No. 44	00	01	30
	42	00	14	70
	41	00	06	90
	40	00	03	50
	39	00	06	70
	38	00	03	50
	37	00	13	90
	36	00	11	60
	34	00	15	80
	33	00	28	20
	32	00	10	10

1	2	3	4	5
5) Khamgaon (Contd....)	31/2	00	03	10
	31/1	00	03	80
	28	00	40	40
	27	00	44	50
	26	00	32	80
	25	00	57	30
	Road between G.No. 25 & 527	00	12	80
	527/1	00	01	80
	527/2	00	48	80
	527/3	00	17	10
	524	00	15	60
	523	00	23	80
	522	00	49	00
	521	00	23	20
	460	00	00	90
	459	00	79	80
	456	00	28	50
	458	00	05	10
	457	00	39	00
	455	00	11	00
	Cart Track in G.No. 455	00	06	00
6) Dhotre	241	00	03	80
	242	00	12	90
	243	00	09	00
	244	00	14	20
	245	00	07	30
	246	00	11	70
	256	00	11	90
	257	00	15	20
	258	00	14	90
	259	00	27	80
	272	00	00	30
	274/1	00	29	50
	273	00	31	70
	286	00	06	20
	293	00	15	60
	294	00	01	60
	295	00	04	60
	296	00	09	00
	297	00	13	20
	300/2	00	30	50
	Nala in G.No. 300/2	00	02	50
	303	00	11	40

1	2	3	4	5
6) Dhotre (Contd....)	302	00	12	40
	301	00	14	10
	306	00	68	30
	316	00	01	00
	317	00	12	40
	Cart Track in G.No. 317	00	01	40
7) Arangaon	143/1	00	08	80
	142/1	00	43	40
	141	00	15	20
	142/2	00	00	40
	Road between G.No. 141 & 142	00	06	80
	140	00	26	10
	139	00	23	00
	137	00	14	90
	135	00	14	40
	131/1	01	59	20
	Road in G.No. 131	00	03	30
	130	00	29	10
	Nala in G.No. 130	00	04	50
	129	00	05	70
	78	00	34	10
	Nala in G.No. 78	00	03	10
	76	00	12	70
	75/1	00	20	30
	74	00	23	30
	73	00	11	50
	72	00	41	10
	71	00	13	40
	70/1	00	89	70
	170	00	05	00
	Cart Track in G.No. 70	00	01	20
	Railway between G.No. 70 & 83	00	08	10
	83/1/1	00	54	30
8) Jamgaon	177	00	40	20
	178	00	17	20
	179/3	00	62	20
	182	00	25	10
	183/1	00	34	00
	185	00	31	80
	186/1	00	36	50
	188/2	00	16	50
	188/1	00	55	00
	189	00	60	00

1	2	3	4	5
8) Jamgaon (Contd....)	SH-158 between G.No. 189 & 150	00	10	30
	150	01	30	60
	Road in G.No. 150	00	05	10
	Nala between G.No. 150 & 130	00	04	90
	131	00	19	40
	130	00	33	00
	129	00	73	50
	128	00	05	70
	119	00	75	10
	Nala in G.No. 119	00	03	70
	120	00	84	10
	95	00	18	70
	121/1	00	00	20
	94/1/A	00	14	30
	93	00	13	40
	92/1	00	12	30
9) Bhoire	51/1	00	37	30
	51/2	00	26	10
	53/1	00	26	40
	53/2	00	22	60
	55/2	00	00	60
	78	00	38	50
	77/2	00	26	60
	77/1	00	34	10
	75	00	00	40
	81/2	00	32	00
	81/3	00	44	50
	Cart Track in G.No. 82	00	00	40
	68	00	00	10
	81/5	00	27	80
	Nala in G.No. 81	00	01	80
	81/4	00	06	50
	Nala in G.No. 81	00	03	80
	81/1/2	00	37	00
	83/4	00	17	40
	85	00	09	70
	Road between G.No. 85 & 86	00	06	00
	86/1	00	89	70
10) Gatachiwadi	51/1	00	04	30
	50/2	00	59	10
	50/1	00	03	60
	49/1	00	04	30

1	2	3	4	5
10) Gatachiwadi (Contd....)	49/2	00	23	60
	47/2	00	12	50
	47/1	00	23	90
	Cart Track between G.No. 46 & 47	00	03	00
	46	00	33	10
	42	00	26	10
	41	00	12	40
	40/1	00	00	10
	40/2	00	24	70
	39	00	21	40
	36	00	52	80
	26	00	51	80
	24	00	29	00
	22	00	26	60
	Cart Track in G.No. 21	00	01	60
	21	00	38	20
	20	00	21	60
	19/1	00	06	50
	19/2	00	01	00
11) Tadsaundane	146	00	10	70
	147	00	12	90
	153	00	19	10
	154	00	21	60
	155	00	18	70
	157	00	09	50
	158	00	09	50
	162/1	00	10	90
	162/2	00	10	60
	162/3	00	00	10
	163/F	00	21	30
	164	00	10	30
	ODR32 between G.No. 165 & 164	00	06	10
	165	00	10	00
	166/1	00	27	20
	167/2	00	06	60
	167/1	00	05	50
	171/1	00	06	50
	171/2	00	06	50
	172/1	00	12	30
	177	00	05	60
	178/1	00	06	90
	180	00	06	30

1	2	3	4	5
11) Tadssundane (Contd....)	181	00	06	20
	182/1	00	19	80
	183	00	20	40
	184/A/1	00	11	60
	184/B/1	00	12	90
	184/A/2	00	31	20
	184/B/2	00	00	20
	Cart Track in G.No. 184	00	02	00
12) Shelgaon(Vhale)	73/1	00	39	10
	72/1/1	00	20	80
	72/2/B	00	17	50
	76	00	12	50
	77	00	13	30
	86	00	03	20
	85	00	15	40
	90	00	19	90
	91	00	07	80
	92	00	03	70
	93	00	03	00
	96	00	05	90
	120	00	08	40
	125/1	00	05	20
	125/2	00	02	40
	124	00	07	90
	123	00	14	70
	131	00	23	80
	122	00	32	20
	121	00	05	20
	Road between G.No. 122 & 142	00	04	50
	142/1	00	18	00
	142/2	00	19	30
	143	00	11	90
	145/1	00	04	40
	146	00	16	10
	Nala between G.No. 146 & 148	00	03	50
	148/1	00	25	60
	148/2	00	05	20
	149/1	00	22	60
	149/2	00	21	40
	149/3	00	12	70
	165/1	00	29	20
	165/2	00	24	90
	176	00	09	60

1	2	3	4	5
12) Shelgaon(Vhale) (Contd....)	177	00	04	10
	178/2+3+4	00	22	10
	178/1	00	18	70
	179	00	13	20
	180	00	13	70
	188	00	09	30
	187	00	14	60
	MDR24 between G.No.187 & 182	00	13	10
	182	00	14	20
	186	01	07	70
	183	00	35	10
13) Devgaon	310	00	10	20
	Nala in G.No. 310	00	05	50
	311	00	62	50
	312	00	48	30
	313	00	01	30
	314	00	20	80
	318	00	19	30
	317	00	55	80
	316	00	03	20
	321	00	22	60
	322	00	12	80
	323	00	28	20
	327	00	14	20
	331	00	05	80
	288/2	00	00	20
	Cart Track between G.No. 331 & 288/2	00	02	90
	287/1	00	17	40
	282/1	00	37	10
	282/2	00	04	10
	281/1	00	15	50
	280	00	10	80
	279	00	05	40
	278	00	10	00
	277	00	07	90
	276	00	21	40
	275	00	10	20
	274	00	10	70
	273	00	07	40
	272	00	12	50
	271	00	18	60
	265	00	09	30

1	2	3	4	5
13) Devgaon (Contd....)	264	00	09	10
	263	00	08	00
	262	00	07	10
	261	00	04	70
	259	00	07	40
	258	00	06	60
	257	00	05	00
	256	00	06	40
	250	00	11	20
	249	00	11	60
	248	00	04	90
	247	00	05	50
	246	00	12	20
	241	00	08	80
	240	00	08	30
	239	00	07	50
	236	00	10	80
	235	00	11	40
	234/4	00	20	70
	234/3	00	14	50
	233	00	09	70
	232	00	11	10
	230	00	10	70
	228	00	11	10
	227	00	21	10
	217	00	08	60
	218	00	08	30
	213/5	00	19	40
	206	00	11	00
	Cart Track in G.No. 206	00	02	20
	208	00	15	20
	209	00	13	60
	167	00	14	30
	168	00	76	20
	156	01	44	40
	River (Nani) between G.No.156 & 131	00	12	00
	136/2	00	04	00
	139	00	48	00
	138	00	55	80
	Road in G.No. 138 & 141	00	06	70
	141	00	34	20
	140	00	00	40

1	2	3	4	5
13) Devgaon (Contd....)	137	01	39	20
Mandal/Thesi/Taluk : Paranda District : Osmanabad State : Maharashtra				
1) Sirsav	Road between village Devgaon & Sirsav	00	07	90
	396	00	55	40
	395	00	00	50
	Chandni River between G.No. 396 & 415	00	23	40
	415	00	53	70
	414	00	37	00
	413	00	33	60
	417	00	19	60
	420	00	36	20
	Field channel in G.No. 421	00	01	70
	421	00	04	90
	422	00	07	50
	428	00	17	90
	429	00	08	30
	430	00	11	50
	433	00	19	90
	435	00	34	30
	446	00	05	00
	448	00	01	10
	Cart track between G.No. 446 & 444	00	04	10
	444	00	06	70
	445	00	22	90
	461	00	19	40
	460	00	31	30
	459	00	18	90
	458	00	09	70
	457	00	21	20
	441	00	02	30
	Nala between G.No. 441 & 457	00	01	90
	Nala in G.No. 439	00	00	40
	439	00	09	30
	Cart track in G.No. 340	00	05	90
	340	00	79	70
	342	00	14	80
	341	00	18	70
	322	00	30	30
	323	00	25	20
	319	00	14	90
	318	00	11	00

1	2	3	4	5
1) Sirsav (Contd....)	317	00	37	40
	310	00	24	90
	309	00	24	30
	302	00	25	00
	194	01	27	50
	Nala between G.No. 194 & 142	00	02	90
	142	00	88	70
	143	00	24	10
	144	00	09	10
	94	00	31	20
	148	00	68	80
	146	00	15	30
	147	00	10	00
	149	00	05	40
	Road in G.No. 148	00	05	80
	150	00	42	80
2) Jawala	92	00	09	40
	93	00	37	90
	94	00	18	60
	95	00	18	60
	96	00	13	60
	97	00	17	40
	123	00	20	10
	121	00	15	90
	120	00	06	80
	117	00	19	60
	116	00	75	00
	114	00	24	10
	112	00	94	60
	Cart Track between G.No. 112 & 259	00	04	50
	259	00	40	90
	260	00	50	00
	263	00	00	50
	261	00	89	00
	Nala in G.No. 261	00	28	00
	415	00	97	70
	416	00	00	60
	Village Road-63 between G.No. 415 & 460	00	04	50
	460	00	61	60
	461	00	43	60
	462	00	19	60
	463	00	00	40

1	2	3	4	5
2) Jawala (Contd....)	477	00	12	70
	478	00	43	60
	486	00	24	20
	487	00	14	80
	484	00	16	30
	490	00	39	50
	Cart Track between G.No. 490 & 491	00	01	10
	491	00	44	70
	492	00	24	40
	494	00	69	30
	496	00	41	80
	497	00	41	70
	498	00	48	60
	499	00	24	50
	638	00	15	70
3) Ghargaon	336	00	34	10
	334	00	28	70
	333	00	17	80
	332	00	11	10
	330	00	05	30
	331	00	17	90
	329	00	74	50
	296	00	01	30
	Road MDR-1 on village boundary	00	06	70
4) Rajurichiwadi	6	00	68	80
	7	00	67	90
	9/B	00	83	80
	10/B	00	86	60
5) Rajuri	202	00	03	90
	203	00	02	30
	204	00	18	70
	205	00	20	20
	206	00	17	70
	207	00	17	90
	190	00	65	80
	189	00	24	30
	188	00	09	10
	187	00	07	90
	186	00	09	70
	185	00	11	90
	184	00	11	30
	173	00	16	90

1	2	3	4	5
5) Rajuri (Contd....)	172	00	05	60
	170	00	04	90
	169	00	01	60
	168	00	00	40
	174	00	05	30
	171	00	15	70
	160	00	54	80
	156	00	20	50
	154	00	08	70
	152	00	06	20
	149	00	08	20
	148	00	16	00
	130	00	61	70
	Nala in G.No. 130	00	12	80
	141	00	00	20
	128	00	25	20
	126/1	00	22	20
	103	00	23	80
	102	00	21	50
	101	00	04	80
	100	00	05	80
	99	00	07	20
	98	00	05	50
	97	00	09	70
	95	00	10	50
	94	00	13	10
	93	00	07	80
	92	00	05	40
	91	00	20	90
	90	00	14	50
	Road in G.No. 89	00	05	10
	89	00	32	10
	45	00	37	00
	44	00	14	70
	43	00	18	30
	41	00	05	40
	40	00	05	30
	39	00	06	80
	38	00	04	30
	37	00	04	50
	35	00	03	50
	34	00	07	10
	33	00	05	60

1	2	3	4	5
5) Rajuri (Contd....)	32	00	16	20
	Ulupa River on village boundary near G.No. 32	00	12	60
6) Andori	31/A	00	32	30
	28	00	45	30
	28/E	01	03	90
	28/D	00	02	70
	28/C	00	03	00
	Cart Track in G.No. 29	00	00	70
	29/1	01	60	20
	Village Road (109) between G.No. 29 & 25	00	04	50
	23	00	04	40
	25	00	63	20
	25/B	00	11	30
	25/C	00	30	90
	Canal in G.No. 25	00	04	10
7) Panchpimpale	61/2	00	06	80
	61/1	00	40	00
	62/2	00	20	50
	62/1	00	17	30
	62/3	00	06	40
	62/4	00	27	60
	62/5	00	32	60
	River between G.No. 62 & 49	00	29	30
	49/2	00	58	30
	49/6	00	50	30
	49/7	00	14	60
	49/12	00	75	70
	49/13	00	05	60
	68	00	07	50
	69	00	36	30
	73/1	00	04	00
	Metal Road between G.No. 74 & 124	00	05	30
	124/1	00	42	90
	124/2	00	46	50
	Canal in G.No. 124/5	00	07	70
	124/5	00	15	70
	124/4	00	22	30
	122/1	00	10	00
	122/2	00	07	70
	122/3	00	03	60
	122/4	00	03	30

1	2	3	4	5
7) Panchpimpale (Contd....)	112/2	00	05	80
	Metal Road ODR-5 between G.No.112 & 128	00	24	50
	128	00	49	60
	Field Channel in G.No. 129	00	02	00
	129/1	00	00	30
	129/2	00	17	80
	130/2	00	23	90
	130/1	00	27	80
	131	00	45	60
	132	00	58	20
	179	01	14	00
	178/2	00	11	10
	178/1	00	41	00
	Metal Road between G.No. 178 & 183	00	10	30
	183/1	00	46	20
	183/2	00	65	00
	190	00	17	00
	185	01	45	50
	186	00	13	50
	Cart Track in G.No. 186	00	01	20
8) Kandari	451	00	00	90
	450	00	50	10
	453	00	02	30
	454	01	03	30
	457	00	36	40
	447	00	19	60
	Road between G.No. 460 & 447	00	06	70
	460	00	54	40
	462	00	52	20
	468	00	39	80
	489	00	25	50
	473	00	18	80
	475	00	28	40
	Canal in G.No. 476	00	10	90
	489	00	32	70
	488	00	15	50
	487	00	09	20
	486	00	15	90
	498	00	12	10
	499	00	11	80
	500	00	11	10

1	2	3	4	5
8) Kandari (Contd....)	Cart Track between G.No. 499 &	00	06	50
	518			
	518	00	54	80
	519	00	50	60
	593	00	78	60
	Nala in G.No. 593	00	06	10
	592	00	00	20
	590	00	82	90
	602	00	31	60
	613	00	23	00
	612	00	70	60
	611	00	65	40
	625	00	11	10
	626	00	24	50
	610	00	74	60
	Nala between G.No. 810 & 627	00	04	90
	Asphalted Road between G.No.			
	810 & 827	00	06	10
	627	00	52	80
	630	00	16	00
9) Sonari	80	00	76	50
	77	00	43	90
	Canal in G.No. 77	00	12	80
	76	00	33	50
	75	00	72	80
	74	00	68	70
	Cart Track between G.No. 74 &			
	60	00	01	00
	60/D	00	42	40
	71	00	37	10
	70	00	11	10
	SH - 161 in G.No. 70 & 69	00	07	50
	69	00	11	60
	Canal in G.No. 69	00	11	80
	67	00	32	20
	63	00	13	10
	62	00	29	80
	Nala in G.No. 62 & 60	00	07	50
	60/A	00	00	90
	60/C	00	57	10
	Cart Track in G.No. 60	00	01	50
	60/B	00	70	70
	Cart Track in G.No. 60	00	02	90
	39	01	06	70

1	2	3	4	5
9) Sonari (Contd....)	Minor Canal in G.No. 39	00	10	70
	40	01	87	70
10) Koudgaon	21	00	41	80
	20/1/A	00	23	70
	20/1/B	00	08	30
	20/2/C	00	08	50
	20/1/C	00	15	00
	19	01	43	10
	Cart Track in G.No. 19	00	03	30
	16	00	22	80
	15	00	68	90
	Cart Track in G.No. 15	00	03	40
	10	00	87	70
	11	01	77	10
	Field Channel in G.No. 11	00	02	20
	Nala in G.No. 11	00	06	20
	8/1/A	00	04	70
	6	01	15	90
	Road MDR-4 in G.No. 6	00	04	30
11) Donja	232	00	67	70
	231	00	40	00
	230	01	10	70
	229	00	16	70
	275	00	21	80
	276	00	48	90
	277	01	34	40
	210	00	66	00
	209	00	61	80
	208	00	38	80
	188	00	68	60
	River Nali between G.No. 189 & 208	00	07	10
	207	00	11	10
	189	00	47	30
	185	00	89	40
	Cart Track in G.No. 185	00	02	00
	186	00	46	50
	Cart Track between G.No. 186 & 428	00	02	60
	428	00	14	90
	429	00	55	30
	Cart Track in G.No. 429	00	02	60
	436	01	50	80
	Nala in G.No. 436	00	02	40

1	2	3	4	5
11) Donja (Contd....)	Kheri River between G.No. 436 & 484	00	13	70
	484/1	00	83	70
	484/2	00	43	60
	484/3	00	67	40
	485	00	47	40
	Cart Track in G.No. 485	00	00	80
	551	00	28	10
	550	00	29	80
	562	00	59	00
	563	00	58	00
	561	00	67	20
	Cart Track in G.No. 580	00	01	50
	580	00	50	60
	581	00	54	60
	582	00	11	50
	583	00	13	20
	584	00	15	50
	585	00	07	30
	586	00	07	60
	587	00	14	60
	588	00	07	30
	589	00	05	90
	590	00	04	30
	601	00	12	20
	592	00	03	90
	593	00	03	30
	594	00	08	00
	595	00	44	10
	Nala in G.No. 595	00	01	60
	596	00	03	40
	598	00	05	90
	599	00	04	50
	600	00	03	70
	602	00	05	10
	608	00	48	50
	Nala between G.No. 608 & 606	00	06	20
	606	00	10	10
	Road between G.No. 606 & 614	00	15	70
	614	00	07	30
	620	00	13	30
	621	00	20	90
	622	00	15	30

1	2	3	4	5
11) Donja (Contd....)	623	00	12	40
	628	00	13	20
	629	00	07	90
	630	00	10	30
	633	00	31	00
	634	00	06	50
	635	00	06	90
	636	00	04	70
	637	00	07	80
	638	00	06	50
	639	00	05	20
	640	00	03	00
	641	00	03	00
	642	00	04	00
	643	00	04	00
	644	00	08	00
	655	00	70	00
	656	00	36	00
	708	00	77	10
	Cart Track in G.No.708	00	08	00
	707	00	01	00
	706	00	38	40
	712	00	44	80
	713	00	52	30
	714	00	21	30
	715	00	22	90
	716	00	22	00
	717	00	22	00
	718	00	23	80
12) Aleshwar	273	00	89	30
	Nala in G.No. 272	00	01	80
	272	00	26	00
	109	00	71	40
	281	00	11	60
	280	00	45	00
	279	00	14	20
	278	00	04	10
	320	00	29	00
	270	00	12	80
	Nala in G.No. 321	00	02	30
	321	00	40	50
	325	00	22	20
	237	00	03	30

1	2	3	4	5
12) Aleshwar (Contd....)	223	00	08	70
	222	00	09	60
	220	00	18	30
	218	00	18	10
	Asphalted Road between G.No.218 & 1	00	04	80
	1	00	15	80
	2	00	16	30
	3	00	16	40
	4	00	04	30
	5	00	03	60
	6	00	08	40
	9	00	09	70
	10	00	10	50
	25	00	11	50
	26	00	08	70
	29	00	10	60
	33	00	12	00
	34	00	03	70
	Road between G.No. 34 & 35	00	05	70
	32	00	00	50
	35	00	11	70
	36	00	15	20
	40	00	01	10
	39	00	42	90
	38	00	08	00
	Sina River near G.No. 39 & 38	00	26	70
<hr/>				
Mandal/Thesil/Taluk : Karmala	District : Solapur	State : Maharashtra		
1) Karanje	36/1	00	50	40
	36/2	00	37	90
	37/1	00	14	60
	35	00	27	20
	34/1	00	38	70
	33/1	00	27	20
	33/2	00	23	10
	33/3	00	02	00
	34	00	05	30
	33/5	00	30	80
	30/1	00	12	60
	Road between G.No. 33 & 31	00	14	70
	31	00	26	40
	27	00	61	20
	26	00	53	40

1	2	3		
1) Karanje (Contd....)	17	00	28	30
	16	00	20	40
	Cart track in G.No. 16	00	04	00
	14/1	00	13	50
	13	00	43	40
	10	00	34	90
	8	00	22	40
	2	00	68	10
	Cart track in G.No. 2	00	02	40
	220	00	43	20
	219	00	27	80
	218	00	17	30
	201/2	00	11	00
	201/3	00	02	50
	201/4	00	59	30
	201/5	00	31	50
	202/1/A	00	06	10
	202/4	00	19	00
	202/5/1	00	11	10
	202/6	00	09	00
	199	01	19	70
	Canal in G.No. 199	00	07	70
	198	01	09	20
	197	01	42	90
2) Khambewadi	37	00	35	10
	76/1	00	25	20
	76/2	00	04	60
	76/4/1	00	42	00
	Road between G.No. 76 & 89	00	05	90
	89	00	08	00
	90	00	26	60
	91	00	19	20
	Cart Track in G.No. 91	00	02	60
3) Dhaykhindi	8	01	72	80
	5	00	30	30
	MDR6 between G.No. 5 & 107	00	08	50
	107/1	00	21	40
	107/2	00	02	00
	114/1	00	54	40
	Nala between G.No. 114 & 104	00	04	20
	104	00	66	60
	103	00	43	50
	102	00	17	50

1	2	3	4	5
3) Dhaykhindi (Contd....)	99	00	19	30
	98/2	00	20	10
	97	00	21	30
	84	00	33	20
	85/1	00	00	10
	80	00	21	70
	86	00	05	70
	79	00	28	10
	78	00	42	90
	77	00	43	60
	76/2	00	02	60
4) Karmala	153	00	01	00
	152	00	81	20
	63/3/F	00	02	00
	63/1/1	00	08	70
	63/1/2	00	17	90
	63/1/3	00	04	90
	63/1/4	00	03	70
	63/2	00	15	50
	Nala in G.No. 65	00	15	00
	65	00	42	00
	66	00	69	80
	67	00	34	80
	68	00	33	10
	Pradhan Nala in G.No. 68	00	02	30
	56	00	98	80
	Road SH-143 between G.No. 56 & 55	00	05	90
	55	00	09	30
	53/1/B	01	19	60
	52	00	21	30
	51	00	59	60
	49	00	21	80
	Canal in G.No. 49	00	08	80
	48/1	00	28	70
	47/1	00	31	20
	40	00	33	10
	39	00	07	00
5) Pothare	136	00	39	20
	Road in G.No. 136	00	02	40
	147/1	01	06	50
	148	00	91	10
	Cart Track in G.No. 148	00	05	60

1	2	3	4	5
5) Pothare (Contd....)	199	00	10	80
	198	00	33	10
	201	00	27	10
	200	00	27	90
6) Mangi	59	00	03	60
	58	01	26	50
	64	00	51	20
	63/2	00	20	10
	65	00	22	50
	66	00	54	50
	SH - 141 Road in G.No. 66	00	10	40
	Cart Track between G.No. 70 & 66	00	10	30
	70	00	33	30
	71	00	72	40
	75	01	02	40
	Cart Track in G.No. 99	00	01	00
	99	00	95	70
	97	00	36	70
	93	00	10	20
	96	00	44	40
	Nala between G.No. 96 & 89	00	29	30
	89/1	00	45	30
	89/4	00	21	60
	88	00	52	20
	87/2	00	31	10
	86/2	00	27	60
	85/2	00	33	10
	85/5	00	33	00
7) Wadgaon(Khurd)	31/1	00	13	20
	32	00	00	10
	Road between G.No. 32 & 33	00	12	60
	33	00	01	70
	34	00	03	30
	37	00	15	90
	38	00	16	50
	40/1	00	07	80
	40/2	00	08	20
	43	00	16	60
	53	00	22	80
	54	00	00	20
	55/1	00	03	20
	56	00	11	70

1	2	3	4	5
7) Wadgaon(Khurd) (Contd....)	57/1	00	09	00
	57/2	00	07	20
	59/1	00	08	50
	59/2	00	09	20
	63	00	76	50
	62	00	63	50
	74/5	00	75	50
	73/1	00	18	00
	73/2/2	00	10	80
	73/3/1	00	14	70
	68	00	52	90
	69/1	00	26	00
	69/3	00	09	40
	69/4	00	13	50
8) Ravgaon	450/2	00	89	10
	444/2	00	00	10
	445/1	00	14	90
	445/2/B	00	15	70
	Canal in G.No. 449	00	06	40
	449	00	24	50
	448/1	00	43	10
	446	00	53	90
	437	00	52	70
	436	00	42	20
	435	00	15	00
	434	00	59	50
	Canal in G.No. 431	00	04	20
	431/1	00	30	60
	432	00	23	20
	433/1	00	07	10
	433/2	00	01	90
	433/3	00	00	10
	390	00	01	20
	389	00	40	60
	388	00	40	20
	386	00	38	10
	387	00	15	70
	385	00	44	50
	Cart Track between G.No. 385 & 339	00	16	20
	339	00	88	10
	341	00	09	40
	Cart Track in G.No.339	00	01	70

1	2	3	4	5
8) Ravgaon (Contd....)	345/2	00	37	60
	345/3	00	24	00
	Canal in G.No. 345	00	07	10
	Metal Road between G.No. 345 & 333	00	07	40
	333	00	04	20
	346	00	16	10
	353	00	21	60
	354	00	18	30
	355	00	21	40
	356/1	00	11	70
	356/2	00	09	00
	356/3	00	09	00
	356/4	00	10	80
	356/5	00	10	20
	357	00	33	30
	Nala between G.No. 357 & 135	00	04	20
	135	00	32	10
	133	00	14	50
	Cart Track between G.No. 133 & 132	00	01	40
	132	00	23	30
	131	00	14	40
	130	00	21	50
	88	00	14	50
	85	00	27	60
	86	00	13	40
	81/2	00	49	20
	Road in G.No. 81	00	11	60
	26	00	58	80
	27	00	43	50
	28	00	30	10
	32	00	09	20
	34	00	09	10
	35	00	16	60
	36	00	17	40
	80	00	73	10
	Canal in G.No. 37	00	01	90
	37	00	12	00
	74	00	54	30
	40/1	00	33	80
	41	00	34	60
	42	00	05	90
	43	00	03	70

1	2	3	4	5
8) Ravgaon (Contd....)	44	00	05	10
	45	00	05	10
	46/1	00	05	10
	46/2	00	05	40
	46/3	00	05	10
	48	00	85	30
	49/1	00	11	20
	50	00	10	80
	57	00	06	80
	Nala between G.No.50 & 62	00	12	60
	62/1	00	35	40
	61/1	00	12	40
	61/2	00	10	80
	61/3	00	09	60
	61/4	00	09	60
	Road on village boundary Ravgaon	00	05	80

[F. No. L-14014/36/2004-G.P.]
S. B. MANDAL, Under Secy.

नई दिल्ली, 29 अक्टूबर, 2004

का. आ. 2791.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1146 तारीख 7 अप्रैल, 2003 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपाल तक पेट्रोलियम उत्पादों के परिवहन के लिए गैस ट्रांसपोर्टेशन एंड अइनफ़ाक्स्ट्रचर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 27 और 28 मई , 2003 को उपलब्ध करा दी गई थी

और पाइपलाइन बिछाने के संबंध में, जनता की और से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में पाइपलाइन बिछाने के संबंध में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लिंगमों से मुक्त, गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

अनुसूची

तहसील : पेटलावद

जिला : झाबुआ

राज्य : मध्यप्रदेश

गांव का नाम	सर्वे नंबर	क्षेत्रफल		
		हेक्टेयर	आरे	सेन्टीयर
1	2	3	4	5
1. सेमलिया	568	0	08	90
	565	0	05	45
	640	0	35	50
	639	0	08	95
	631/2	0	08	65
	766	0	00	35
	765	0	06	90
	764	0	31	75
	763	0	12	60
	761/1	0	04	25
	761/2	0	00	45
	760/1	0	04	95
	760/2	0	14	25
	756	0	00	60
	735	0	01	90
	736	0	00	10
	738	0	12	25
	737	0	00	95
	716	0	01	30
	717	0	42	70
	718	0	08	90
	721/1	0	18	10
	721/2	0	13	50
	705	0	21	95
	704	0	18	50
	703	0	00	10
2. नाडातोड.	80	0	26	45
	81	0	09	05
	79	0	11	25

1	2	3	4	5
नाडातोड. (निरंतर)	61	0	00	95
	63	0	20	60
	67	0	08	85
	90	0	36	40
	95	0	05	50
	94	0	20	30
	92	0	01	55
	150	0	22	15
	149	0	33	70
	146/1	0	20	20
	146/2	0	04	05
	106/1	0	00	15
	106/2	0	06	15
	106/3	0	11	45
	106/4	0	06	90
	145	0	00	40
	112	0	26	65
	114	0	18	45
	115	0	09	90
	116	0	14	45
	117	0	44	70
	119	0	04	25
3. झकनावदा	1372	0	04	60
	1373	0	12	95
	1374	0	00	50
	1386	0	03	90
	1385	0	03	75
	1384	0	11	65
	1382	0	14	00
	1399	0	09	95
	1380	0	00	45
	1402	0	18	65
	1405	0	22	25
	1490	0	36	10
	1491	0	00	10
	1415	0	50	20
	1469	0	04	35
झकनावदा (निरंतर)	1468	0	16	20
	1471	0	03	20
	1474	0	19	65
	1467/1	0	01	65
	1467/2	0	04	85
	1475	0	01	90
	1463	0	30	55
	1462	0	09	50

1	2	3	4	5
	1464	0	01	25
	1459	0	20	15
	1426	0	05	05
	1458	0	00	75
	1457	0	19	05
	1456	0	05	40
	1436	0	00	05
	1437	0	24	05
	1443	0	47	10
	1450	0	20	75
	615	0	02	70
	616	0	02	55
4. बांकिया	101	0	25	10
	89	0	07	75
	87	0	34	80
	86	0	06	15
	76	0	24	15
	75	0	21	90
	70	0	02	50
	23	0	11	10
	25	0	13	20
	26	0	10	20
	27	0	26	35
	65	0	48	05
	29	0	05	30
	28	0	00	35
	56	0	14	95
	57	0	05	10
	58	0	00	40
	59	0	09	90
	60	0	07	00
5. मेरुपाडा	347	0	25	65
	348	0	02	75
	424	0	08	90
	425	0	24	75
	431/1	0	07	00
	431/2	0	13	50
	431/3	0	11	90
	428	0	00	30
	430	0	01	00
	440	0	02	55
	434	0	44	55
	439	0	01	10

1	2	3	4	5
भेरुपाडा (निरंतर)	435	0	04	35
	377	0	09	65
	390/1	0	20	65
	390/2	0	15	10
	390/3	0	24	15
	404	0	41	15
	401	0	01	75
	549	0	00	50
	547	0	02	10
	550	0	16	80
	560	0	11	75
	567	0	14	15
	561	0	01	80
	566	0	04	80
	563	0	37	25
	564	0	04	50
	565	0	01	95
	305	0	10	75
	302	0	16	80
	301	0	00	95
	300	0	21	05
	304	0	01	10
	267	0	06	90
	270	0	25	90
	280	0	00	05
	269	0	15	55
	272	0	01	55
	274	0	20	15
	259	0	17	65
	262	0	08	90
	257	0	08	55
	254	0	03	30
	255	0	11	50
	256	0	02	10
	243	0	14	20
	241	0	00	05

[फा. सं. एल-14014/8/2003-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 29th October, 2004

S. O. 2791.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1146, dated the 7th April, 2003, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (acquisition of Right of User in Land) Act, 1962) (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of regassified liquefied natural gas through the Jamnagar-Bhopal Pipeline Project from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh by Gas Transportation and Infrastructure Company Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 27th and 28th May, 2003;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of publication of the declaration, in Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

SCHEDULE**Tehsil : Petlawad****District : Jhabua****State : Madhya Pradesh**

Name of the Village	Survey No.	AREA		
		Hectare	Are	C-Are
1	2	3	4	5
1. SEMLIYA	566	0	08	90
	565	0	05	45
	640	0	35	50
	639	0	08	95
	631/2	0	08	65
	766	0	00	35
	765	0	06	90
	764	0	31	75
	763	0	12	60
	761/1	0	04	25
	761/2	0	00	45
	760/1	0	04	95
	760/2	0	14	25
	756	0	00	60
	735	0	01	90
	736	0	00	10
	738	0	12	25
	737	0	00	95
	716	0	01	30
	717	0	42	70
	718	0	08	90
	721/1	0	18	10
	721/2	0	13	50
	705	0	21	95
	704	0	18	50
	703	0	00	10
2. NADATODE	80	0	26	45
	81	0	09	05
	79	0	11	25

1	2	3	4	5
NADATODE (Cont'd)	61	0	00	95
	63	0	20	60
	67	0	08	85
	90	0	36	40
	95	0	05	50
	94	0	20	30
	92	0	01	55
	150	0	22	15
	149	0	33	70
	146/1	0	20	20
	146/2	0	04	05
	106/1	0	00	15
	106/2	0	06	15
	106/3	0	11	45
	106/4	0	06	90
	145	0	00	40
	112	0	26	65
	114	0	18	45
	115	0	09	90
	116	0	14	45
	117	0	44	70
	119	0	04	25
3. JHAKNAVADA	1372	0	04	60
	1373	0	12	95
	1374	0	00	50
	1386	0	03	90
	1385	0	03	75
	1384	0	11	65
	1382	0	14	00
	1399	0	09	95
	1380	0	00	45
	1402	0	18	65
	1405	0	22	25
	1490	0	36	10
	1491	0	00	10
	1415	0	50	20
	1469	0	04	35
	1468	0	16	20
	1471	0	03	20
	1474	0	19	65
	1467/1	0	01	65
	1467/2	0	04	85
	1475	0	01	90

1	2	3	4	5
JHAKNAVADA (Cont'd)	1463	0	30	55
	1462	0	09	50
	1464	0	01	25
	1459	0	20	15
	1426	0	05	05
	1458	0	00	75
	1457	0	19	05
	1456	0	05	40
	1436	0	00	05
	1437	0	24	05
	1443	0	47	10
	1450	0	20	75
	615	0	02	70
	616	0	02	55
4. BANKIYA	101	0	25	10
	89	0	07	75
	87	0	34	80
	86	0	06	15
	76	0	24	15
	75	0	21	90
	70	0	02	50
	23	0	11	10
	25	0	13	20
	26	0	10	20
	27	0	26	35
	65	0	48	05
	29	0	05	30
	28	0	00	35
	56	0	14	95
	57	0	05	10
	58	0	00	40
	59	0	09	90
	60	0	07	00
5. BHERUPADA	347	0	25	65
	348	0	02	75
	424	0	08	90
	425	0	24	75
	431/1	0	07	00
	431/2	0	13	50
	431/3	0	11	90
	428	0	00	30
	430	0	01	00

1	2	3	4	5
BHERUPADA (Cont'd)	440	0	02	55
	434	0	44	55
	439	0	01	10
	435	0	04	35
	377	0	09	65
	390/1	0	20	65
	390/2	0	15	10
	390/3	0	24	15
	404	0	41	15
	401	0	01	75
	549	0	00	50
	547	0	02	10
	550	0	16	80
	560	0	11	75
	567	0	14	15
	561	0	01	80
	566	0	04	80
	563	0	37	25
	564	0	34	50
	565	0	01	95
	305	0	10	75
	302	0	16	80
	301	0	00	95
	300	0	21	05
	304	0	01	10
	267	0	06	90
	270	0	25	90
	280	0	00	05
	269	0	15	55
	272	0	01	55
	274	0	20	15
	259	0	17	65
	262	0	08	90
	257	0	08	55
	254	0	03	30
	255	0	11	50
	256	0	02	10
	243	0	14	20
	241	0	00	05

[F. No. L-14014/8/2003-G.P.]

SWAMI SINGH, Director

श्रम मंत्रालय

नई दिल्ली, 17 अक्टूबर, 2004

का.आ. 2792.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हट्टी गोल्ड माइन्स कं. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बेंगलूर के पंचाट (संदर्भ संख्या सी. आर. 102/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2004 को प्राप्त हुआ था।

[सं० एल.-43012/4/99-आई.आर. (विविध)]

बी० एम० डेविड, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 17th October, 2004

S.O. 2792.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. C.R. 102/99) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hutti Gold Mines Co. Ltd., and their workmen, which was received by the Central Government on 5-10-2004.

[No. L-43012/4/99-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT**

“SHRAM SADAN”,

III Main, III Cros, II Phase, Tumkur Road,
Yeshwanthpur, Bangalore-560022

Dated : 16th September, 2004

PRESENT :

SHRI A. R. SIDDIQUI, Presiding Officer

C. R. No. 102/99

I PARTYShri Rangaiah Maistry
House No. A-14,
Gandhi Maidan,
Hutti Gold Mines Co. Ltd.,
Hutti, Raichur 584115**II PARTY**The General Manager,
M/s. Hutti Gold Mines,
Hutti (PO)
Raichur-584115**AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* order, No. L-43012/4/99/IR (M) dated 24-8-1999 for adjudication on the following schedule :

SCHEDULE

“Whether the action of the management of M/s. Hutti Gold Mines Co. Ltd., Hutti is justified in

imposing the punishment of dismissal from service of Shri Rangaiah Maistry ? if not, to what relief the workman is intitled ?”

2. The case of the first party as made out in Claim Statement is as under :—

That the Claimant/workman, Shri Rangaiah Maistry was working in the respondent company for the last 35 years with an absolute zeal and interest. The respondent management has appreciated the dedication done by the workman for his high sense of duty and dedication to work. The copy of the letter is herewith produced as Annexure A. It is submitted that the respondent management with a view to humiliate, falsely implicated the Claimant/Workman to see that he is removed from the services. That two chairs were allegedly seized from the house of the Claimant/Workman *inter alia* contending that the said chairs were belonging to the Ward Office of the Company and the same have been taken by the Claimant/Workman by making a theft in the office. To the said charges, the Claimant/Workman not only denied the same, but *inter alia* contended that it is nothing but falsification of the records against the Claimant/Workman. It is necessary to bring to the notice of this Authority that the Claimant/Workman is working in the hospital whereas, the ward office is situated in the different area. It is the allegation that there is a theft of two chairs belonging to ward office. It is necessary to point out to the Hon'ble Authority that there is no complaint stating that the two chairs of the ward office have been stolen. Further there is no report by any of the officers of the ward office in regard to the theft and missing of the two chairs and there is no intimation that there is shortage of two chairs and there is no further intimation that what made, when they are missing, where they are missing, he is not at all found or produced by the Management to establish the fact that there is a theft of two chairs in the ward office. Further there is no material to show that who has committed the theft and when the theft has occurred. And there is no material evidence by the management to show that infact two chairs belonging to the company. In the absence of proof of the alleged theft and shortage of the chairs and the make of the chairs, a false and frivolous charge was framed against the Claimant/Workman, stating that two plastic chairs belonging to the company were recovered from the company quarters No. A/14 in Gandhi Maidan, where you are residing in the presence of officer incharge ward office, Security Officer and Staff. The above chairs were missing from the company's Ward Office since last 6 months. The copy of the same is herewith produced as Annexure-B. To the said charge, the Claimant/Workman field his objections, the copy of which is herewith produced as Annexure-C. Thereafter, the management did not examine any of the witnesses to support their charge. Strangely the enquiry officer gave finding against

the Claimant/Workman, the copy of which is herewith produced as Annexure-D. The findings recorded by the Enquiry Officer are highly objectionable and they are untenable. Though the Claimant/Workman sought for furnishing of the particulars, the same have not been furnished. Strangely, the Enquiry Officer gives finding that after verifying the records, the following points have been proved.

"That the theft of 2 chairs from the Ward Office has been proved. How the Enquiry Officer has proved the said findings is not borne out from the records, as stated earlier, the management has not produced any documents to show that there was a complaint regarding the theft of two chairs from the Ward Office and there is a shortage and the said chairs are belonging to the office. In the absence of this, the said findings is highly arbitrarily, uncalled for and unsustainable under law; that the second finding in regard to the fact that said chairs have been seized from the house of the claimant/workman is also unsustainable in view of the fact that neither the person who has said to have been seized the chairs from the house of the Claimant/Workman has not been examined, the copy of the said report has not been furnished. Therefore, the said finding is also unsustainable under law; that the finding recorded in 3rd point stating that the Claimant/Workman has admitted that the said chairs were in the house of the Claimant/Workman is also incorrect, in view of the fact that nowhere the Claimant/Workman has stated that the chairs belonging to the Ward Office are in his house. What is stated is that the alleged chairs have been purchased by his son Sri Venkataiah, from one Huseriappa and these two chairs belonging to his son and the said persons are also examined before the Enquiry Office. Without taking these aspects of the matter, the Enquiry Officer has erroneously recorded on the point No. 3. Similarly the finding recorded on the point Nos. 4, 5 and 6 are untenable under law, absolutely there is no basis to record said findings to the effect that the charge against the Claimant/Workman has been proved. As already stated that the management has not recorded any of the witnesses to support their finding. The order of dismissal is based on no evidence and also as there were no material to show that the charge has been proved. The findings of the enquiry report is already marked as Annexure-D. As stated earlier, the proceedings of enquiry have not at all been furnished which is requirement as per the standing order. The Hon'ble Authority has passed an order dismissing the Claimant/Workman on the basis of the incorrect enquiry report. The copy of the order of dismissal is herewith produced as Annexure E. The finding recorded by the Enquiry Officer to the effect that the chairs in question are belonging to the company and the same have been stolen from the Ward Office and the chairs have been found in the custody of the Claimant/Workman and this aspect of the matter has been proved from the

witnesses is wholly erroneous and unsustainable under law. It is not based on any material evidence either oral or documentary on record. Therefore, the order of dismissal which has been produced as Annexure-E is unsustainable under law. Against the said order the Claimant/Workman filed an appeal and the appeal is also dismissed by one sentence order by the Company stating the enquiry conducted is fair and principles of natural justice have been complied with. The charge is proved and accordingly the appeal is allowed. The copy of the appeal is herewith produced as Annexure-F."

3. At Para 5 of the Claim Statement it was contented that the order of dismissal is arbitrary, illegal and the same is unsustainable under the law in as much as it has been passed without there being any evidence on record to prove the charges of misconduct against the first party and that order suffered from violation of principles of natural justice.

4. The Second Party management by its Counter Statement challenging the averments and the allegations made in the Claim Statement filed by the first party. Its case is that Shri Rangaiah, Ex. Maistry, an ex-employee of HGM at Raichur had put in about 35 years of service. He was working in the Company's Hospital. He was issued with a chargesheet dated 25-6-97 for alleged misconduct of theft of company's property (i.e.) two Nos. of plastic chairs, which was at company's estate office. The two missing chairs were found at the residence of the workman's quarter No. A14, in the presence of Estate Officer and in the presence of company security person and other company employees on 21-6-97. Subsequently, an enquiry was ordered by appointing Sri John Wesely as Enquiry Officer and Shri N.K. Kariappa, junior AO as a Presiding Officer representing the Respondent Management in the enquiry conducted against the charges leveled against Shri Rangaiah Ex-Maistry Hutti Gold Mines Company. The Enquiry Officer Shri John Wesely had issued the notice of enquiry dated 4-7-1997 to Ex-Maistry informing the place of enquiry, date and time. In accordance with the said notice the complainant participated in the domestic enquiry. The enquiry was conducted as per the procedure laid down in the standing orders of the company and according to the principal of natural justice by giving all the opportunities to the complainant to participate in the enquiry. Thereafter, the Enquiry Officer had submitted a proceeding report and findings of the enquiry to the management holding that the charges levelled against the complainant are proved. Subsequently the management had sent a notice on 29-9-1997 along with the copies of the findings of the Enquiry Officer to the Complainant seeing his representation, if any against the report and findings of the enquiry officer. Then the complainant had replied to the said show cause notice on 8-10-1997. The Respondent had carefully considered his representation and was not

satisfied with the same. The Respondent Management had itself appreciated the proceedings report and findings of Enquiry Officer and had come to its conclusion that the charges of misconduct of theft of company's property were proved. The Respondent had passed an Order No. PDF/LIR/V 97 dated 11-11-97 terminating the services of the complainant from the company, for the proved misconduct of theft as per the Company's Standing Orders No. 19(36) i.e. theft, fraud, or dishonesty in connection with the employers business or property. Thereafter, the complainant had made an appeal to the Managing Director, Hutti Gold Mines. The Managing Director after carefully appreciating the evidence on record and findings of the Enquiry Officer dismissed the appeal vide order No. CMD/HGM/98 dated 9-1-1998. The Respondent submits and prays that before proceeding into the merits of the case, this Hon'ble Court may be pleased to frame the preliminary issues regarding the validity of the domestic enquiry in the first instance and in case the Hon'ble court finds that the domestic enquiry has been conducted in a fair and proper manner, pass an appropriate order. However, if the hon'ble Court finds that the domestic enquiry is vitiated in any manner, permit the Respondent to adduce additional or fresh evidence, in the interest of justice and equity. The respondent craves leave of this Hon'ble Court to lead the evidence on merits, and also with regard to the past record and justification of its order of punishment of dismissal as per the Standing Orders and as per the Principles of natural justice.

5. It was further contended that the allegations made by the first party that there was no evidence of the management to prove the charges is false as it is abundantly clear from the enquiry proceedings and enquiry report that there was sufficient evidence brought on record to prove the charges of misconduct leveled against the first party. It was also denied that punishment order was passed without application of mind and that it was illegal and arbitrary etc. It was contended that the order of dismissal is as per the provisions of the standing order of the management company and the punishment is proportionate keeping in view the gravity of misconduct of theft committed by the first party therefore, the management requested the court to dismiss the reference.

6. A Preliminary issue was raised with regard to the validity of the fairness of the enquiry proceedings. During the course of trial of the said issue the management examined Enquiry Officer as MW1 and got marked 10 documents at Ex. MW1 to M10 and other documents as follows:

1. Complaint by Security Officer to the Chairman & Managing Director by letter dated 21-6-1997
2. Letter dated 21-6-1997 with regard to traced stolen chairs

3. Letter dated 21-6-1997 from Rangaiah Maistry
4. Charge Sheet dated 25-6-1997
5. Explanation letter dated 1-7-97 to Charge Sheet dated 25-6-97
6. Notice of enquiry by letter dated 4-7-97
7. Appointment of Presenting Officer by letter dated 4-7-97
8. Appointment of Enquiry Officer by letter dated 4-7-97
9. proceedings of domestic enquiry
10. Letter dated 20-8-97 addressed to Enquiry Officer by Rangaiah Maistry
11. Enquiry Report
12. Show cause notice dated 20-9-1997
13. Show cause Notice dated 29-9-1997
14. Reopened Registered Post with Acknowledgement sent to Rangaiah
15. Letter dated 21-11-97 addressed to the General Manager by Rangaiah Maistry an appeal to consider minor punishment.
16. Letter addressed to the Chairman and Managing Director by Rangaiah Maistry, an appeal to consider minor punishment.
17. Kannada translation of Proceedings of the Chairman and Managing Director
18. Proceedings of the Chairman and Managing Director.

7. The workman examined himself as WW1 without producing any documents. After hearing the learned counsel for the respective parties this court by its order dated 13th May 2004 answered the Preliminary Issue in favour of the management holding that the enquiry conducted by it against the first party was fair and proper. Therefore, in the light of the aforesaid finding on DE, the only point to be considered would be "Whether the findings of the Enquiry Officer suffered from any perversity" so as to interfered at the hands of this tribunal. The learned counsel for the first party who submitted his written arguments made stress on the point that the factum of theft of the property in question has not been proved by the management before the Enquiry Officer either by producing a complaint with regard to the theft registered with the police or any report being made by the authority concerned with regard to theft of said 2 fiber chairs which have been recovered from the residence of the first party. He further contended that there is no sufficient proof made available during the enquiry to suggest that property in question belongs to the management and therefore, merely because the officials of the management recovered those chairs from the house of the first party, the enquiry officer was not justified to jump to the conclusion that the property

belonged to the management and that it was a theft property which was recovered from the possession of the first party. In nutshell it was the case of the first party that there was no sufficient and legal evidence on the record of the first party to prove the charge of misconduct namely the charge of theft and therefore, the findings of the Enquiry Officer suffered from perversity. It was also contented for the first party that even assuming for a moment that misconduct was proved, then, the punishment of dismissal being too excessive and harsh and not being proportionate to the gravity of the misconduct is liable to be set aside by this tribunal invoking the provisions of Section 11 A of the ID Act.

8. Whereas, the learned counsel for the management vehemently argued that the charge of misconduct has been proved by sufficient, legal and satisfactory evidence, much less, in the very admissions of the first party that the property in question was found in his residential house and that it was recovered from his house by the officials of the management. Learned counsel submitted that on the basis of the undisputed fact of recovery of the property which bore the inscriptions 'Ward Office' (WO) indicating that it belonged to the management and this fact not being disputed by the first party, now it is too much for the first party to contend that it is not the theft property and that he did not know that it belonged to the management. Therefore, learned counsel submitted that the misconduct having been proved during the course of enquiry and the enquiry having been held to be fair and proper by this tribunal and that it did not suffer from any perversity, this court will not be justified in exercising the discretionary powers conferred on it under section 11 A of the ID Act so as to interfere with the punishment order passed against the first party. After having gone through the records including the evidence of oral and documentary produced before the Enquiry Officer, and his findings on the basis of the said evidence, I find substantial force in the arguments advanced for the management that charge of misconduct had been proved against the first party by sufficient and legal evidence. That two important documents produced before the Enquiry Officer, apart from the oral evidence of the management witnesses are namely the complaint made by the Security Officer to the Chairman and Managing Director on 21-6-97 and the report/mahazar made by the Estate Officer to testify to the fact that the two fiber chairs were found in the residential house of the first party belonging to the management and that they were recovered in his presence from his house by the officials of the management company and attested by other witnesses. That apart there was an oral evidence in the statement of the Presenting Officer who spoke to the fact that those were the chairs belonging to the management company

found missing from the Ward Office for a period of about 6 months prior to the seizure from the house of the first party. Apart from this evidence on the part of the management, the fact which was not disputed by the first party was that these were the Chairs found kept in his house and they were recovered from his house by the officials of the company in his presence as well as in the presence of other witnesses. Therefore, the recovery of the said property has been very much established not only in the evidence of the management but also in the very admissions made by the first party. The defence taken by the first party that he was not aware of those chairs belonging to the company and that they had been kept in his house by his son who was separated from his family and therefore, he is nothing to do with the said property is neither plausible nor acceptable. First of all it cannot be believed that he was not aware of those chairs as belonging to the management company as admittedly they bore the inscription 'W.O.' It just cannot further be believed that they were brought and kept in his house without his knowledge by his separated son who is hardly 21 years old as has come in his statement before the Enquiry Officer. In the light of the aforesaid defence taken by the first party and heavy burden cast upon his shoulder to establish that those chairs were purchased by his son from somebody and were kept in his house, that too, not to his knowledge. As could be seen from the enquiry proceedings his son was examined before the Enquiry Officer but unfortunately he was not in a position to tell either the name of the seller who sold those two chairs nor he was in a position to identify the said person. Infact as per the proceedings, the son of the first party was given 4 days time to trace out and find out his so called seller of the property in question in his favour for an amount of Rs. 200. The proceedings disclosed that ultimately he failed to find out or catch hold of his seller so as to be produced before the Enquiry Officer to substantiate the defence taken by his father. The story put forth by the first party is liable to be discarded on its face itself as it is impossible to believe that he was not aware of the said two chairs belonging to the company being kept in his house. It just cannot be said that he was not in use of those chairs after having been kept in his house either by himself or by his son. It is also not believable that he did not talk to his son about those chairs at any point of time as tried to be made out by him in his statement before the Enquiry Officer. As per the first party his son is said to have purchased the chairs for a sum of Rs. 300/- whereas, his son before the Enquiry Officer came out with a version that he purchased them for a price of Rs. 200/-. Therefore, the defence taken by the first party has to be discarded on the ground that it was just an attempt on his part to hoodwink the authorities concerned and to circumvent the charge of misconduct of theft leveled against him. The

arguments advanced for the first party that there was no proof available with regard to the theft and that if there was any theft there must have been some complaint with the police about that also does not hold much water, first of all for the reason that first party did not dispute the fact that property in question belonged to the management bearing the inscriptions 'W.O.' Secondly for the reason that the authority concerned might be in search of the property taking their time to make a complaint with the police. Only because no complaint was filed with the police, the factum of theft cannot be disputed particularly when the theft property itself was found in possession of the first party and was recovered from his house undisputedly. In the result I must hold that misconduct has been proved against the first party beyond any shadow of doubt.

9. Now coming to the question of quantum of punishment, the learned counsel for the first party submitted that the first party is a poor workman working as Sweeper in the company's hospital and had already put in 35 years of service and therefore, the extreme punishment of dismissal was not warranted much less commensurate with the gravity of misconduct alleged against him. Whereas, the learned counsel for the management submitted that it being a case of theft, amounting to gross misconduct deserved no punishment other than the punishment of dismissal.

10. Keeping in view, the fact that the first party is a poor workman working as Sweeper and had already put in 35 years of service with the management undisputedly without any bad service record and that he was at the fag end of his service when was faced with dismissal order and so also not ignoring the fact that he was actually not found committing theft of the property but was found in possession of the stolen property, as submitted on his behalf, the extreme punishment of dismissal was not warranted. Therefore, exercising the powers under Section 11A of the ID Act, this court is of the opinion that ends justice will be met if the punishment of dismissal is replaced with the punishment of **Compulsory Retirement** so that the first party could get his service benefits having rendered the services with the management for a long period of about 35 years. Hence the following award.

ORDER

Reference is partly allowed. The punishment of dismissal awarded to the first party is hereby replaced by the punishment of **Compulsory Retirement** as on the date of impugned punishment order was passed. He shall be paid all his service benefits treating him as compulsorily retired employee under the relevant rules and standing orders of the management company. No order to cost.

(Dictated to PA transcribed by her corrected and signed by me on 16th September, 2004)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 अक्टूबर, 2004

का.आ. 2793.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसूर सीमेंट्स लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलोर के पंचाट (संदर्भ संख्या 26/01) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2004 को प्राप्त हुआ था।

[सं० एल.-29012/10/2001-आई.आर. (विविध)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 7th October, 2004

S.O. 2793.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 26/01) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mysore Cements Ltd. and their workmen, which was received by the Central Government on 5-10-2004.

[No. L-29012/10/2001-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

"SHARM SADAN",

G.G. Palya, Tumkur Road, Yeshwantpur, Bangalore-
560 022

Dated : 23rd September, 2004

PRESENT : SHRI A. R. SIDDIQUI, Presiding
Officer

C. R. No. 26/2001

I PARTY

Shri A Steevan,
S/o Late Arogyaswamy,
C/o Ansar Basha, Near
Nanjundeswara Flour Mills,
Turuverkere Taluk,
Ammasandra,
TUMKUR District.

II PARTY

The Managing Director,
M/s. Mysore Cements
Limited, Ammasandra,
Turuverkera Taluk,
Tumkur District,
TUMKUR.

Appearances

I Party	:	Umesh Advocate
II Party	:	B.C.Prabhakar Advocate

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section (1) and Sub-section 2A of the Section 10 of the Industrial

Disputes Act, 1947 has referred this dispute *vide* order. No. L-29012/10/2001/IR (M) dated 30-03-2001 for adjudication on the following schedule :

SCHEDULE

“Whether Shri A. Stevan, former Casual Workman in the Laboratory Department of M/s. Mysore Cements Ltd., Ammasandra is justified in claiming regular employment under the Management of M/s. Mysore Cements Ltd. If not, to what relief the disputant is entitled?”

2. The case of the I party as made out in his Claim Statement, in brief is that his father Late Arogya Swamy who was in the service of the Management company expired on 04-09-1996 while in service; that the I party applied for the job to the Management company on 06-09-1996 on compassionate ground in place of his father and he being appointed, was working as a Chemist/Burner in all the three shifts of the management company putting his hard workmanship but he was terminated from the service w.e.f. 17-01-2000 without any notice and proper reasons; that he raised the dispute with the Central Labour Commissioner at Bangalore and the management having appeared before the conciliation officer opposed the claim of the I party on the ground that he was being engaged by the Management as a ‘trainee’ enabling him to secure some job elsewhere. Therefore, the conciliation proceedings ended into failure resulting into present reference. He contended that the objections raised by the management that he was engaged as a trainee were not correct as he has already worked and gained training in the management company itself as a machinist between 1986 to 1989 and therefore he needed no further training and that his appointment was no compassionate grounds which was quite legal in accordance with law. He contended that in case he was appointed as a trainee purely on temporary basis then there was no need for them to issue him a salary slip showing the legal deductions of PF, ESI etc. He contended that the contention of the management that there is no scheme to give employment to person on compassionate grounds is not correct and that infact such an employment is being given by the management company in case of death of employee working under it. Therefore, he requested the court to give directions to the management company to reinstate him in service with all back wages, declaring his period of service under the management during the year 1996-1997 as a probationary period.

3. The management by its Counter Statement resisted the claim of the I party and among other grounds contended that :

“That the Second Party engaged some trainees and give them training. The trainees are appointed for a fixed term and soon after the completion of the period of training, their services as trainees would come to an end automatically.

That the first party was taken as a trainee in the Laboratory for a period of one year by an order dated 25-09-1996. The first party reported to the training on 26-09-1996. The training period of the first party came to an end on 25-09-1997. On the completion of the training period, the services of the first party as a trainee came to be terminated on the close of working hours of 25-09-1997.

That the first party again approached the Second Party management and requested to take him as a trainee, as he expressed that he needs to undergo training for a further period. Considering his request, the Second Party again took him as a trainee w.e.f. 03-10-1997 for a period of three months *vide* order dated 29-09-1997. The period of his engagement came to an end on 02-01-1998.

The training period was further extended by an order dated 28-10-1999 on the request made by the first party to extend his training period.

That the services of the first party as a trainee came to be terminated w.e.f. 25-01-2000, *vide* Order dated 22-01-2000.

That the first party was engaged as a trainee from time to time for a stipulated period which term of his engagement was accepted by the first party and he reported to the training. It is submitted that the Second Party at any point of time, during the training period or at the end of the training period is at liberty to terminate the training without giving any reasons. The termination of a trainee as per the terms of his engagement is, therefore, fully legal, proper and justified.

That the first party was taken only as a trainee. The facility of training was made available to the first party. The first party was not guaranteed of any permanent employment in the Second Party. Having accepted the terms of engagement as a trainee, the first party is estopped from raising any dispute in regard to the termination. The dispute raised by the first party is, therefore, not maintainable.

That the first party was only a trainee. The first party is, therefore, not a workman as defined under Sec. 2(s) of the ID Act. The first party was taking training from the supervisory and managerial staff. The very dispute raised by the first party is not maintainable and is liable to be rejected.

That the trainees are given both theoretical and on the job training. They are also given in puts to develop their abilities and thereby the trainees are helped to acquire and attain a high degree of profession in the work which consequently enhanced their skill workmanship and capabilities. On the job training, the Second Party suffer losses and damage to their instruments and other materials.

The Second Party bears these losses and helped the trainees to learn through regular guidance. The emphasis during the training is development of workmanship and capabilities after the training. It is submitted that after the completion of training, the trainees will be issued with certificates for having undergone training if they make a request for the issue of certificates. However, there is no guarantee of employment provided to the trainees on the completion of the training period.

That the dispute raised by the I party in his individual capacity under Section 2 A of the ID Act, seeking Regularisation of his services is not maintainable as the above provision of law holds good for raising dispute by the workman who has been dismissed, retrenched, terminated or discharged from service and not being terminated on the ground that he was the trainee under the management. The management denied the allegations that the I party was taken as a dependent on compassionate ground in place of his Late father, the Ex-employee of the management. It was also denied that he applied for the job in place of his father. It was contended that since there was no vacancy in existence, the I party was taken as a trainee for a stipulated period there being no scheme to take persons in employment in case of the death of working employee. It was denied that he was working as a Chemist/Burner and was contended that in order to carry out the work of Chemist there is permanent work force to carry out the said job. The I party as a trainee was taking training under the Chemist in the laboratory. While denying the averments that his services were terminated w.e.f. 17-01-2000, it was contended that his services as a trainee came to be terminated w.e.f. 25-01-2000 and that in a case of trainee, the question of giving notice or assigning any reasons for termination does not arise, as termination is automatic since the period of training is completed. It was contended that the trainees are also required to be covered under ESI and PF by a statutory obligation and they are paid stipend and not salary for which the management is required to give salary slip as well. Therefore, the action of the management in terminating the services of the I party on the completion of training period is fully legal, proper and justified and the reference is liable to be rejected."

4. Both the counsels made appearance before the tribunal in response to the notice issued and filed their above said Claim Statement as well as Counter Statement respectively. Thereupon, the matter came to be posted for Evidence to be led on behalf of the I party as the burden of proof was cast upon the I party as per the points of reference. Order Sheet maintained by this tribunal would

reveal that from 12-11-2002 till 12-04-2004, the matter came to be adjourned from time to time giving opportunity to the I party to adduce evidence on his part. On 12-04-2004 when the matter was taken up for evidence of I party, I party as well as his counsel once again remained absent and the court had no alternative but to close the case for evidence of the I party and posted the matter for evidence of II party. On 08-06-2004, the II party management filed an affidavit of one Mr. Sannarangaiah said to be working as the Factory Manager of the Management company and he was further examined in chief as MW 1 getting marked at Exhibit M1 to M16. Case was adjourned for cross-examination of MW1 giving one more opportunity to the I party to do the needful on the next date of hearing. Further, on the next date of hearing i.e. 22-7-2004 when the hearing was taken up, the witness MW1 was present but I party and his counsel remained absent and there was no representation on their behalf. Therefore, the court was constrained to discharge MW1 once again posting the case for evidence of I party. This opportunity was also not availed by the I party and ultimately on 16-09-2004 learned counsel for the management was heard in the matter and the case is posted this day for award.

5. The management witness MW1 by way of his affidavit has almost reiterated averments made in the Counter Statement wherein the claim of the I party was challenged on various grounds. In addition to his affidavit, he was further examined in chief and during his statement as noted above in all 16 documents were marked at Ex M1-M16.

- Ex M-1 : Application dated 6-9-1996 for appointment submitted by the first party.
- Ex M-2 : Office order dated 25-9-1996, engaging the first party as a trainee for a period of one year.
- Ex M-3 : Duty report dated 26-9-1996
- Ex M-4 : Termination order dated 16-9-1997
- Ex M-5 : Office Order dated 29-9-1997, engaging the first party as a trainee for three months.
- Ex M-6 : Office Order dated 29-12-1997, engaging the first party as a trainee for a period of three months w.e.f. 1-1-1998.
- Ex M-7 : Office Order dated 2-4-1998, engaging the first party as a trainee for a period of three months.
- Ex M-8 : Office Order dated 29-6-1998, engaging the first party as a trainee for a period of three months.

- Ex M-9 : Office Order dated 8-10-1998, engaging the first party as a trainee for a period of three months.
- Ex M-10 : Office Order dated 8-1-1999, engaging the first party as a trainee for a period of three months.
- Ex M-11 : Office Order dated 7-4-1999, engaging the first party as a trainee for a period of three months.
- Ex M-12 : Office Order dated 13-9-1999, engaging the first party as a trainee for a period of three months.
- Ex M-13 : Termination order dated 11-10-1999.
- Ex M-14 : Office Order dated 28-10-1999, engaging him as a trainee for a period of one year.
- Ex M-15 : Termination order dated 22-1-2000
- Ex M-16 : Settlement of accounts.

6. Learned counsel Shri Nagendra Prasad for B C P in his arguments submitted that the various documents namely the Office Orders marked during the course of statement of MW1 referred to supra would very much support the case of the management that the I party was taken as a trainee when he applied for job vide his application at Ex M1. In response to the Office Order at Ex M2, the I party was taken as a trainee in Laboratory against the payment of Rs. 1,100.00 per month purely on Temporary Basis for a period of one year w.e.f. the date he reports for training and accordingly as per Ex M3 dated 26-09-1996 he reported for duty as against the aforesaid order at Ex M2 dated 25-9-1996. He submitted that thereupon at the request of the I party, period of Training came to be extended from time to time and ultimately the training period came to be ended by Office Order dated 22-01-2000 discontinuing the training of the I party w.e.f. 25-01-2000. Therefore, learned counsel submitted that it being a case of training on a temporary basis, of course, extended from time to time, the I party does not fall under the definition of workman as provided under Section 2 (s) of the ID Act and in the result it cannot be said that it was a case of termination much less retrenchment as defined under Section 2 (oo) of the ID Act so as to attract the provisions of Section 25(f) of the ID Act. Therefore, he submitted that the request of the I party to declare his period of service as a probationary period and to provide him regular employment under the reference on hand will not arise. He contended that the reference on hand is also liable to be dismissed for the simple reason that the I party after having submitted his claim statement never turned up to the tribunal nor his counsel appeared before the tribunal on the subsequent dates of hearing so as to lead evidence on behalf of the I party, particularly, when the burden of proof as per the points of reference was cast

upon him. He submitted that in the absence of any evidence on the part of the I party, there cannot be any reason for this tribunal to discard the evidence of MW1 made available to this tribunal by way of his Sworn statement and by way of his further examination in chief. On going through the records, I find substance in his arguments. First of all as contended for the management as per the points of reference it was incumbent on the part of the I party to come forward with Oral as well as Documentary evidence so as to substantiate his claim that he was working as a Casual workman doing the job of Chemist/ Burner in the laboratory section of the management company for the period in question. Unfortunately, as noted above after having filed claim statement and after having made appearance through their counsel, absolutely no attempt was made by the I party to adduce his evidence much less giving his own statement in support of his claim and in support of the reference point. As seen above an ample opportunity i.e. for a period of about more than 2½ years was afforded to the I party to lead evidence on his part. As seen above even after management witnesses was examined in his absence, he was given opportunity to cross-examine the said witness giving the date of hearing. When he failed to do so he was further given opportunity to lead his evidence and that opportunity was also not availed by the I party for the reasons best known to him. Therefore, as argued for the management claim of the I party must fail for the sole reason that he has not established the same either by way of Oral or Documentary evidence much less stepping himself into the witness box. On the other hand, in the statement of MW1 and documents Ex M1 to M16 the management has made successful attempt in substantiating the stand taken by it, that the I party was taken as a trainee to work under a Chemist in a Laboratory Section. He was taken as a trainee there being no vacancy available for his appointment as a Casual Labourer as such. His training period as could be seen from the various Office Orders referred to supra came to be extended from time to time and ultimately as per the Office Order at Ex M15, the period of training came to be ended w.e.f. 25-01-1996. It was well argued for the management that in the face of the sworn statement of MW1, coupled with documents referred to supra and in the absence of any evidence on the part of the I party to substantiate his claim, the only irresistible conclusion to be drawn would be that the claim put forth by the I party is baseless and devoid of any merit. In the result for the foregoing reasons this tribunal has no option but to hold that the reference fails. Hence, the following order.

ORDER

Reference is dismissed. No order to cost.

(Dictated to the LDC, Transcribed by him, corrected and signed by me on 23rd September, 2004)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 अक्टूबर, 2004

का.आ. 2794.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चैन्नई के पंचाट (संदर्भ संख्या 176, 177, 179/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-10-04 को प्राप्त हुआ था।

[सं० एल-11012/14/99-आई आर (विविध)]

[सं० एल-11012/16/99-आई आर (विविध)]

[सं० एल-11012/17/99-आई आर (विविध)]

बी०एम० डेविड, अवर सचिव

New Delhi, the 7th October, 2004

S.O. 2794.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. Nos. 176, 177, 179/2001) of the Central Government Industrial Tribunal-cum-Labour Court Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Airport Authority of India and their workmen, which was received by the Central Government on 5-10-2004.

[No. L-11012/14/99-IR (M)]

[No. L-11012/16/99-IR (M)]

[No. L-11012/17/99-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 10th June, 2004

Present : K. JAYARAMAN, Presiding Officer

S. No.	T. N. I. D. No.	I. D. No.	Reference No. and Date	I Party/Workman S/Sri	II Party/Management
1.	185/99	176/2001	L-11012/16/99/IR (M) dated 24-08-1999	K. Raja	Airport Authority of India, (IAD), Chennai Airport
2.	187/99	177/2001	L-11012/14/99/IR (M) dated 24-08-1999	S. Kotteeswara Rao	Airport Authority of India, (IAD), Chennai Airport
3.	186/99	179/2001	L-11012/17/99/IR (M) dated 25-08-1999	V. Jayaraj	Airport Authority of India, (IAD), Chennai Airport

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Airport Authority of India (IAD) and their workmen).

APPEARANCE:

For the Petitioners : M/s. Balan Haridas & R. Kamatchi Sundaresan, Advocates

For the Respondent : M/s. Vijay Narayan & R. Parthiban, Advocates

management of Airport Authority of India, Chennai is justified?"

The Tamil Nadu State Industrial Tribunal has taken the same on its file as I.D. No. 185/99 and issued notices to both sides and both sides entered appearance through their advocates and the I Party filed their claim statement and after the constitution of this Central Govt. Industrial Tribunal-cum-Labour Court, the said Industrial Dispute was transferred to this Tribunal and after the receipt of records of this dispute, it was re-numbered as I.D. No. 176/2001 and notices were issued to both the parties and the II Party/Management has filed their Counter Statement.

AWARD

I. D. No. 176/2001

The Central Government, Ministry of Labour *vide* Notification No. L-11012/16/99/IR (M) dated 24-08-1999 has earlier referred this Industrial Dispute to Tamil Nadu State Industrial Tribunal for adjudication.

2. The Schedule mentioned dispute in the order of reference is hereunder :—

"Whether the demand of the workman Shri K. Raja for regularisation of his service by the

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner was taken for employment by the Respondent Management for the purpose of cleaning and doing scavenging work in Chennai Airport. Even though he was working under direct control and supervision of

the respondent, he was termed as a contract employee to deny the Petitioner's benefits as regular employee and made it appear as if he was engaged through a contractor by name A. V. J. Associates. Along with the Petitioner 19 other employees were also engaged for the purpose of cleaning and other things. The Petitioner was used to work in shifts. The work done by him is perennial in nature. While so, the Central Govt. in exercise of its power under section 10 of Contract Labour (Regulation & Abolition) Act, 1970 issued a notification on 9-12-76 prohibiting employment of contract labour on and from 9-12-76 for sweeping, cleaning, dusting and watching building owned or occupied by the establishment in respect of the which the appropriate Govt. under the Contract Labour Act is the Central Govt. But, unfortunately the respondent management did not abolish the contract system for the aforesaid activities and subsequently, the Supreme Court of India in *Air India Statutory Corporation Vs. United Labour Union and Others* has given a direction to regularise the services of the workers from the date of Writ Petition. Even after the said judgement, the respondent/management has not regularised the services of the Petitioner and others, further it terminated their services w.e.f. 31-12-96. Therefore, the Petitioner and other similarly situated 19 employees were rendered jobless. They were constrained to move before the Assistant Labour Commissioner (Central) for seeking redressal. In the course of conciliation, the respondent/management entered into a settlement under section 12(3) of the I.D. Act, wherein the respondent agreed to appoint on its rolls 11 employees out of 20 and agreed to regularise the services of remaining nine persons in due course. Unfortunately, the respondent management failed to regularise the services of the Petitioner and other eight workers on the flimsy ground that they did not work on 6-12-96 being the date of Supreme Court Order and therefore, the Petitioner approached the ALC (Central) questioning the action of the Respondent in denying regularisation. Based on the failure report given by the ALC (Central) the dispute was referred to this Tribunal. The Petitioner was working only for the Respondent under its direct control and supervision. The alleged contract is sham and nominal. Apart from the attendance register maintained by the alleged contractor, the respondent was maintaining parallel attendance register and a log book allotting work to the Petitioner and other employees similarly situated like him. It is a mistaken impression that Supreme Court had directed to regularise the workers who were in employment on 6-12-96. Therefore, denying regularisation to the Petitioner on the ground that he did not work on 6-12-96 has no nexus or connection for regularisation of the Petitioner in service. Further, the Petitioner had in fact, worked on 6-12-96 i.e. on 5-12-96 he was on night duty and the duty hours is from 5-12-96 from 9.00 p.m. to 6.00 a.m. of 6-12-96. Therefore, the basic reason

for denying regularisation is totally misconceived and contrary to the dictum of Supreme Court. After completing his work on 6-12-96, the Petitioner reached his home with great difficulty since there was heavy rain and due to this he was affected by fever and therefore, he could not attend the night duty on 6-12-96 and subsequent days. Meanwhile, the Respondent terminated the services of all workers under the guise that contract had been terminated. Further, the Respondent who have been all along saying that only persons who had worked on 6-12-96 are entitled for regularisation, on the other hand, one Mr. Vijay Kumar, who had been working with Petitioner did not work on 6-12-96, however, his services had been regularised by the respondent. Further, one Mr. V. Ravikumar who joined the service on 4-12-96 just two days prior to the judgment of Supreme Court had been absorbed by the respondent. When it came to the Petitioner, the respondent have denied employment and regularisation taking irrelevant aspect into consideration. Therefore, the persons who have joined much later to the Petitioners were regularised in the services of the Respondent. The non-regularisation of Petitioner is in violation of Article 14 of Constitution of India and Section 25H of the I.D. Act. Therefore, the denial of work and consequent declaration of regular status to him *ex-facie* illegal. Hence, for all these reasons, the Petitioner prays the Tribunal to pass an Award directing the respondent to regularise the services of the Petitioner with effect from the date when the 11 co-employees were regularised and also prays for consequential benefits.

4. As against this, the Respondent in its counter statement alleged that in the judgment in the case of *Air India Statutory Corporation* delivered on 6-12-1996, the Supreme Court took a view that if there is a notification under section 10 of the Contract Labour (Regulation & Prohibition) Act, prohibiting the employment of contract labour in a particular field, the workmen of the contractor should be regularised as regular workmen of the principal employer. The judgment also made it clear that it was prospective in nature and in such case, the workmen on the rolls as on 6-12-96 should be absorbed. Consequent upon the judgment of Supreme Court, the Respondent issued Notification on 29-1-97 to the effect that the contract employees working in the services of the contractor as on 6-12-96 should be regularised, subject to fulfilling of certain conditions. After the judgment of the Supreme Court, the Petitioner approached the management and the case of the Petitioner was verified with reference to the available documents in terms of the guidelines of Headquarters on the subject and it was found that since he was not a contract employee as on 6-12-96 his case could not be considered. However, one Mr. R. Balasubramanian and 19 others including the Petitioner raised an industrial dispute on the same issue before ALC (Central) and during the course of conciliation proceedings, a settlement was arrived at on

18-3-98 and as per terms of the settlement, 11 contract workmen were regularised and the case of nine others were not considered for regularisation, since they were not contract employees as on 6-12-96. This settlement is final and binding on all the parties to the dispute. Therefore, the matter cannot be re-opened and it is not open to the Petitioner to re-agitate the same issue. It is denied that the Petitioner was working for the Respondent under its direct control and supervision. It is also denied that the contract between the AVJ Associates and Respondent is sham and nominal. The Petitioner has not made the contractor as a party and on that ground the present claim is liable to be rejected. The judgement of Supreme Court was operated only prospectively from 6-12-96 and therefore, if the Petitioner was in service on that day, he would have been regularised just like the other similarly situated persons. The Petitioner was not in service on 6-12-96 and, therefore, the judgement of the Supreme Court would not apply to the facts and circumstances of the case. The case of Sri G. Vijaykumar stands totally on a different footing, since he was in service on 6-12-96. Similarly the averments relating to Mr. V. Ravikumar are irrelevant, since Mr. Ravikumar stands on different footing. Hence, the Respondent prays that the claim may be dismissed with costs.

I.D. No. 177/2001 :—

5. The Central Government, Ministry of Labour vide Notification No. L-11012/14/99/IR(M) dated 24-08-1999 has earlier referred this industrial dispute to Tamil Nadu State Industrial Tribunal for adjudication.

6. The schedule mentioned dispute in the order of reference is hereunder :—

“Whether the demand of the workman Shri S. Kotteeswara Rao for regularisation of his service by the management of Airport Authority of India, Chennai is justified?”

The Tamil Nadu State Industrial Tribunal has taken the same on its file as I.D. No. 187/99 and issued notices to both sides and both sides entered appearance through their advocates and the I Party filed their claim statement and after the constitution of this Central Government Industrial Tribunal-cum-Labour Court, the said industrial dispute was transferred to this Tribunal and after the receipt of records of this dispute. It was re-numbered as I.D. No. 177/2001 and notices were issued to both the parties and the II Party/Management has filed their Counter Statement.

7. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The petitioner was taken for employment by the Respondent Management for the purpose of cleaning and doing scavenging work in Chennai Airport. Even though he was working under direct control and supervision of the respondent, he was termed as a contract employee to deny the Petitioner's benefits as regular employee and made it appear as if he was engaged

through a contractor by name A.V.J. Associates. Along with the Petitioner 19 other employees were also engaged for the purpose of cleaning and other things. The petitioner was used to work in shifts. The work done by him is perennial in nature. While so, the Central Government in exercise of its power under Section 10 of Contract Labour (Regulation & Abolition) Act, 1970 issued a notification on 9-12-76 prohibiting employment of contract labour on and from 9-12-76 for sweeping, cleaning, dusting and watching building owned or occupied by the establishment in respect of the which the appropriate Government under the Contract Labour Act is the Central Government. But unfortunately the respondent management did not abolish the contract system for the aforesaid activities and subsequently, the Supreme Court of India in *Air India Statutory Corporation V/s. United Labour Union and Others* has given a direction to regularise the services of the workers from the date of Writ Petition. Even after the said judgment, the respondent/management has not regularised the services of the Petitioner and others, further it terminated their services w.e.f. 31-12-96. Therefore, the petitioner and other similarly situated 19 employees were rendered jobless. They were constrained to move before the Assistant Labour Commissioner (Central) for seeking redressal. In the course of conciliation, the respondent/management entered into a settlement under Section 12(3) of the I.D. Act, wherein the respondent agreed to appoint on its rolls 11 employees out of 20 and agreed to regularise the services of remaining nine persons in due course. Unfortunately, the respondent management failed to regularise the services of the petitioner and other eight workers on the flimsy ground that they did not work on 6-12-96 being the date of Supreme Court order and therefore, the petitioner approached the ALC (Central) questioning the action of the Respondent in denying regularisation. Based on the failure report given by the ALC (Central) the dispute was referred to this Tribunal. The petitioner was working only for the Respondent under its direct control and supervision. The alleged contract is sham and nominal. Apart from the attendance register maintained by the alleged contractor, the respondent was maintaining parallel attendance register and a log book allotting work to the petitioner and other employees similarly situated like him. It is a mistaken impression that Supreme Court had directed to regularise the workers who were in employment on 6-12-96. Therefore, denying regularisation to the Petitioner on the ground that he did not work on 6-12-96 has no nexus or connection for regularisation of the Petitioner in service. Further, the petitioner had in fact, worked on 6-12-96 i.e. on 5-12-96 he was on night duty and the duty hours is from 5-12-96 from 9.00 p.m. to 6.00 a.m. of 6-12-96. Therefore, the basic reason for denying regularisation is totally misconceived and contrary to the dictum of Supreme Court. After completing his work on 6-12-96 the Petitioner reached his home with great difficulty since

there was heavy rain and due to this he was affected by fever and, therefore, he could not attend the night duty on 6-12-96 and subsequent days. Meanwhile, the respondent terminated the services of all workers under the guise that contract had been terminated. Further, the Respondent who have been all along saying that only persons who had worked on 6-12-96 are entitled for regularisation, on the other hand, one Mr. Vijayakumar, who had been working with Petitioner did not work on 6-12-96, however, his services had been regularised by the respondent. further, one Mr. Ravikumar who joined the service on 4-12-96 just two days prior to the judgement of Supreme Court had been absorbed by the respondent. When it came to the petitioner, the respondent have denied employment and regularisation taking irrelevant aspect into consideration. Therefore, the persons who have joined much later to the Petitioners were regularised in the services of the Respondent. The non-regularisation of Petitioner is in violation of Article 14 of Constitution of India and Section 25H of the I.D. Act. Therefore, the denial of work and consequent declaration of regular status to him ex-facie illegal. Hence, for all these reasons, the Petitioner prays the Tribunal to pass an Award directing the respondent to regularise the services of the Petitioner with effect from the date when the 11 co-employees were regularised and also prays for consequential benefits.

8. As against this, the Respondent in its counter statement alleged that in the judgement in the case of Air India Statutory Corporation delivered on 6-12-1996, the Supreme Court took a view that if there is a notification under Section 10 of the Contract Labour (Regulation & Prohibition) Prohibiting the employment of contract labour in a particular field, the workmen of the contractor should be regularised as regular workmen of the principal employer. The judgement also made it clear that it was prospective in nature and in such case, the workmen on the rolls as on 6-12-96 should be absorbed. Consequent upon the judgement of Supreme Court, the Respondent issued Notification on 29-1-1997 to the effect that the contract employees working in the services of the contractor as on 6-12-1996 should be regularised, subject to fulfilling of certain conditions. After the judgement of the Supreme Court, the petitioner approached the management and the case of the Petitioner was verified with reference to the available documents in terms of the guidelines of Headquarters on the subject and it was found that since he was not a contract employee as on 6-12-1996 his case could not be considered. However, one Mr. R. Balasubramanian and 19 others including the Petitioner raised an industrial dispute on the same issue before ALC (Central) and during the course of conciliation proceedings, a settlement was arrived at on 18-3-98 and as per the terms of the settlement, 11 contract workmen were regularised and the case of nine others were not considered for regularisation, since they were not contract employees as on 6-12-1996.

This settlement is final and binding on all the parties to the dispute. Therefore, the matter cannot be re-opened and it is not open to the Petitioner to re-agitate the same issue. It is denied that the petitioner was working for the Respondent under its direct control and supervision. It is also denied that the contract between the AVJ Associates and Respondent is sham and nominal. The Petitioner has not made the contractor as a party and on that ground the present claim is liable to be rejected. The judgement of Supreme Court was operated only prospectively from 6-12-1996 and, therefore, if the Petitioner was in service on that day, he would have been regularised just like the other similarly situated persons. The Petitioner was not in service on 6-12-1996 and therefore, the judgement of the Supreme Court would not apply to the facts and circumstances of the case.

The case of Sri G. Vijayakumar stands totally on different footing, since he was in service on 6-12-1996. Similarly the averments relating to Mr. V. Ravikumar are irrelevant, since Mr. Ravikumar stands on different footing. Hence, the Respondent prays that the claim may be dismissed with costs.

I. D. No. 179/2001 :—

9. The Central Government, Ministry of Labour vide Notification No. L-11012/17/99/IR(M) dated 25-8-1999 has earlier referred this industrial dispute to Tamil Nadu State Industrial Tribunal for adjudication.

10. The schedule mentioned dispute in the order of reference is hereunder :—

“Whether the demand of the workman Shri V. Jayaraj for regularisation of his services by the management of Airport Authority of India, Chennai is justified? If so, to what relief the workman is entitled?”

The Tamil Nadu State Industrial Tribunal has taken the same on its file as I.D. No. 186/99 and issued notices to both sides and both sides entered appearance through their advocates and the I party filed their claim statement and after the constitution of this Central Government Industrial Tribunal-cum-Labour Court, the said industrial dispute was transferred to this Tribunal and after the receipt of records of this dispute, it was re-numbered as I.D. No. 179/2001 and notices were issued to both the parties and the II Party/Management has filed their Counter Statement.

11. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner was taken for employment by the Respondent Management for the purpose of cleaning and doing scavenging work in Chennai Airport. Even though he was working under direct control and supervision of the respondent, he was termed as a contract employee to deny the Petitioner's benefits as regular employee and made it appear as if he was engaged through a contractor by name A.V.J. Associates. Along with the petitioner 19 other employees were also engaged for the purpose of cleaning and other things. The Petitioner was

used to work in shifts. The work done him is perennial in nature. While so, the Central Government in exercise of its power under Section 10 of Contract Labour (Regulation and Abolition) Act, 1970 issued a notification on 9-12-1976 prohibiting employment of contract labour on and from 9-12-1976 for sweeping, cleaning, dusting and watching building owned or occupied by the establishment in respect of which the appropriate Government under the Contract Labour Act is the Central Government. But, unfortunately the respondent management did not abolish the contract system for the aforesaid activities and subsequently, the Supreme Court of India in *Air India Statutory Corporation v. United Labour Union and Others* has given a direction to regularise the services of the workers from the date of Writ petition. Even after the said judgement, the respondent/management has not regularised the services of the Petitioner and others, further it terminated their services w.e.f. 31-12-1996. Therefore, the Petitioner and other similarly situated 19 employees were rendered jobless. They were constrained to move before the Assistant Labour Commissioner (Central) for seeking redressal. In the course of conciliation, the respondent/management entered into a settlement under Section 12(3) of the I.D. Act, wherein the respondent agreed to appoint on its rolls 11 employees out of 20 and agreed to regularise the services of remaining nine persons in due course. Unfortunately, the respondent management failed to regularise the services of the Petitioner and other eight workers on the flimsy ground that they did not work on 6-12-1996 being the date of Supreme Court order and therefore, the petitioner approached the ALC (Central) questioning the action of the Respondent in denying regularisation. Based on the failure report given by the ALC (Central) the dispute was referred to this Tribunal. The petitioner was working only for the Respondent under its direct control and supervision. The alleged contract is sham and nominal. Apart from the attendance register maintained by the alleged contractor, the respondent was maintaining parallel attendance register and a log book allotting work to the Petitioner and other employees similarly situated like him. It is a mistaken impression that Supreme Court had directed to regularise the workers who were in employment on 6-12-96. Therefore, denying regularisation to the Petitioner on the ground that he did not work on 6-12-96 has no nexus or connection for regularisation of the Petitioner in service. Further, the Petitioner had in fact, worked on 6-12-96 i.e. on 5-12-96 he was on night duty and the duty hours is from 5-12-96 from 9.00 pm to 6.00 am of 6-12-96. Therefore, the basic reason for denying regularisation is totally misconceived and contrary to the dictum of Supreme Court. After completing his work on 6-12-96 the Petitioner reached his home with great difficulty since there was heavy rain and due to this he was affected by fever and therefore, he could not attend the night duty on 6-12-96 and subsequent days. Meanwhile, the Respondent terminated the services of all workers under the guise that contract had been terminated. Further, the Respondent who have been all along saying that only

persons who had worked on 6-12-96 are entitled for regularisation, on the other hand, one Mr. Vijayakumar, who had been working with Petitioner did not work on 6-12-96, however, his services had been regularised by the respondent. Further, one Mr. Ravi Kumar who joined the service on 4-12-96 just two days prior to the judgement of Supreme Court had been absorbed by the respondent. When it came to the Petitioner, the respondent have denied employment and regularisation taking irrelevant aspect into consideration. Therefore, the persons who have joined much later to the Petitioner were regularised in the services of the Respondent. The non-regularisation of Petitioner is in violation of Article 14 of Constitution of India and Section 25H of the I.D. Act. Therefore, the denial of work and consequent declaration of regular status to him *ex-facie* illegal. Hence, for all these reasons, the Petitioner prays the Tribunal to pass an Award directing the respondent to regularise the services of the Petitioner with effect from the date when the 11 co-employees were regularised and also prays for consequential benefits.

12. As against this, the Respondent in its counter statement alleged that in the judgement in the case of *Air India Statutory Corporation* delivered on 6-12-1996, the Supreme Court took a view that if there is a notification under Section 10 of the Contract Labour (Regulation and Prohibition) Act, prohibiting the employment of contract labour in a particular field, the workmen of the contractor should be regularised as regular workmen of the principal employer. The judgement also made it clear that it was prospective in nature and in such case, the workmen on the rolls as on 6-12-96 should be absorbed. Consequent upon the judgement of Supreme Court, the Respondent issued Notification on 29-1-97 to the effect that the contract employees working in the services of the contractor as on 6-12-96 should be regularised, subject to fulfilling of certain conditions. After the judgement of the Supreme Court, the Petitioner approached the management and the case of the Petitioner was verified with reference to the available documents in terms of the guidelines of Headquarters on the subject and it was found that since he was not a contract employee as on 6-12-96 his case could not be considered. However, one Mr. R. Balasubramanian and 19 others including the Petitioner raised an industrial dispute on the same issue before ALC (Central) and during the course of conciliation proceedings, a settlement was arrived at on 18-3-98 and as per the terms of the settlement, 11 contract workmen were regularised and the case of nine others were not considered for regularisation, since they were not contract employees as on 6-12-96. This settlement is final and binding on all the parties to the dispute. Therefore, the matter cannot be re-opened and it is not open to the Petitioner to re-agitate the same issue. It is denied that the Petitioner was working for the Respondent under its direct control and supervision. It is also denied that the contract between the A.V.J. Associates and Respondent is sham and nominal. The Petitioner has not made the contractor as a party and on that ground the present claim is liable to be

rejected. The judgement of Supreme Court was operated only prospectively from 6-12-96 and therefore, if the Petitioner was in service on that day, he would have been regularised just like the other similarly situated persons. The Petitioner was not in service on 6-12-96 and therefore, the judgement of the Supreme Court would not apply to the facts and circumstances of the case. The case of Sri G. Vijayakumar stands totally on a different footing, since he was in service on 6-12-96. Similarly the averments relating to Mr. V. Ravikumar are irrelevant, since Mr. Ravikumar stands on different footing. Hence, the Respondent prays that the claim may be dismissed with costs.

13. In these circumstances, the points for my consideration are—

- (i) "Whether the demand of the Petitioners for regularisation of their service by the Respondent Airport Authority of India, Chennai is justified?"
- (ii) "To what relief, the Petitioners are entitled?"

Point No. 1 :—

14. As per the joint memo filed by both the parties in these three disputes, the evidence taken in I.D. No. 177/2001 is treated as evidence in all these three cases, these cases are tried jointly and hence this common Award is passed.

15. The admitted case of both parties is that the Petitioner and 19 other employees were engaged for the purpose of cleaning the floor, toilet and cleaning aero bridge, Sweeping, moping, removing stickers, removing garbage, cob-web cleaning in the Respondent Chennai Airport through a contractor A.V.J. Associates and the Supreme Court, in an appeal filed by the Air India Statutory Corporation against United Labour Union and another, on 6-12-1996 passed an order to regularise the services of employees, in view of the abolition of Contract Labour system. Meanwhile, on 31-12-96 the Respondent has terminated the contract with A.V.J. Associates and the Petitioner and similarly situated 19 other employees have raised an industrial dispute before the Assistant Labour Commissioner (Central) with regard to their regularisation and during the course of conciliation the Respondent/Management entered into a settlement with the union under Section 12(3) of the Industrial Disputes Act, 1947 in which the Petitioners were also members and the Respondent agreed to appoint on its rolls 11 employees out of 20 on or before 30th April, 1998 and to regularise their service from 6-12-96 being the date of order of the Supreme Court. According to the Petitioner, even though they have entered through a contractor A.V.J. Associates, they were working under the direct control and supervision of the Respondent/Management and they were termed as contract employees by the Respondent/Management to deny the benefits of regular employees to the Petitioners and further the contract entered into between the A.V.J. Associates and Respondent/Management is sham and nominal and the Petitioners were allotted work only by the Respondent and they were working under the direct control and supervision of the Respondent. But the Respondent disputed all these allegations and contended that the Petitioners were working under a contractor and they were supervised only by the supervisors of the Contractor and

not by the Respondent. It is their further contention that they have not maintained any attendance register for the Petitioners and other contract labourers and they have not maintained any log book allotting work to the labourers.

16. To substantiate the claim of the Petitioner, the Petitioners in all the three cases were examined as WW1 to WW3 and they have also examined their union leader as WW4. They have marked ten documents as Ex. W1 to W10. On the side of the Respondent one Mr. Balasubramanian, the Assistant General Manager (Law) was examined as MW1 and on their side Ex. M1 to M4 were marked. The Petitioner in I.D. No. 177/2001 Mr. S. Kotteeswara Rao was examined as WW1 and though he has stated that at the first instance that he was doing the work in the Respondent/Management through one contractor A.V.J. Associates and their attendance used to be marked by one Mr. Balasubramanian, who is the supervisor under A.V.J. Associates. in the cross examination, after a long lapse of time has stated that he denied that he was worked under contractor A.V.J. Associates and he never entered into the Airport services through the said contractor. Further, he has also denied that Ex. W7 and W8 namely copy of attendance register and copy of wage register were obtained from the airport authorities. But in the Claim Statement and also in the Chief Examination, all the Petitioners have admitted that they have entered into the Respondent/Management only through the contractor A.V.J. Associates. But, though they have denied this in the cross examination and have stated that the contract is sham and nominal one, since they have alleged that the contract is sham and nominal, the allegations must be established by the Petitioner.

17. The learned counsel for the Petitioner contended that even though the copy of the alleged agreement between A.V.J. Associates and the Respondent is marked as Ex. M1 series, the said agreement was not signed by Airport Authorities namely the Respondent and therefore, there is no legal effect given to the said agreement and it cannot be looked into for any purposes. Further, A.V.J. Associates though alleged to have been agreed with the Airport Authorities to supply manpower in this case, it is the evidence of the Petitioners that they were under the control and supervision of the Respondent/Management directly and only the supervisors of the Respondent/Management have given direction to the Petitioners. Under such circumstances, the burden of proving that this allegation is a false one is upon the Respondent and the Respondent has not examined any of its supervisors to contradict this claim. Further, the witness examined on the side of the Respondent is only from the administrative side and therefore, he cannot speak about anything about the Housekeeping department of the Respondent/Management and under such circumstances, the evidence given by the Petitioners must be accepted.

18. But, though I find some force in the contention, I find no substance in the same because, the Petitioners have raised the plea that the contract is a sham and nominal one. Though in the agreement, one of the Party, Airport Authority is not signed, it is evident from the documents produced by the Respondent/Management that it was

given effect to for subsequent years also and the A.V.J. Associates have received the consideration as per the agreement in all these years. Under such circumstances, even though the agreement Ex. M1 is not admissible in evidence for the collateral purposes, whether the said agreement has been acted upon or not can be gone into by circumstantial evidence in this case. From the documents produced on the side of the Respondent/Management, it is clear that the agreement Ex. M1 has been acted upon in subsequent years also. Therefore, the burden of proving that this agreement is a sham and nominal one is upon the Petitioner alone, but in this case except the interested oral testimony of the Petitioners, there is nothing to establish that this contract is a sham and nominal one.

19. Then again the learned counsel for the Petitioner argued that even in para 8 of the Claim Statement, the Petitioners have alleged that the Petitioners were working only under the direct control and supervision of the Respondent and in fact apart from the attendance register maintained by the alleged contractor, the Respondent was maintaining a parallel attendance register and log book allotting the work to the Petitioners and other similarly situated employees and it was not denied or disputed in the Counter Statement specifically, though there is a general denial with regard to this. They have not specifically denied that there is no parallel attendance register and log book maintained by the Airport Authority. Under such circumstances, the records were with the Respondent/Management and even after the notice given to produce the same, the Respondent/Management have not produced the same and therefore, an adverse inference can be drawn as if the said documents are produced before this Court, it will prove the case of the Petitioner.

20. But, I find there is no point in the contention of the learned counsel for the Petitioner because the Respondent has denied in its Counter Statement that there is no parallel attendance register and log book maintained by the Respondent/Management and it is a clear evidence of MW1 that they have not maintained any separate attendance register for the contract labourers and log book for them. Under such circumstances, the initial burden is upon the Petitioners to prove that the Respondent has maintained a separate attendance register for the contract labourers and also separate log book for the work given to the Petitioners. When it is clear evidence of MW1 that only the supervisors of the contractor have control over the Petitioners and other contract labourers, the burden of proving the fact that Petitioners were under the direct control of the Respondent and they worked under the supervision of the Respondent is upon the Petitioners. But, in this case, it is not established before this Tribunal that the Petitioners were under direct control and supervision of the Respondent/Management. Further, as it is rightly pointed out by the learned counsel for the Respondent that the petitioners were never under any kind of binding that they must attend on a particular day during particular hours and it is the case of the Respondent/Management right from the beginning that there was no such a binding condition regarding their attendance etc. and the Petitioners could attend at any time and if chosen

they could also absent themselves from work without owing any explanation to anybody and if this is the situation, it cannot be said that the Petitioners were under the control of the Respondent/Management. I find much force in the contention of the learned counsel for the Respondent. Further, it is established before this Tribunal by the Respondent from the evidences of the Petitioners that they have never applied for leave in writing before the Respondent and the Respondent has never sanctioned any leave to them at any point of time and it is also the evidence of Petitioners that no disciplinary action was taken against them by the Respondent/Management. Under such circumstances, I find there is no point in the contention of the learned counsel for the Petitioner that the Petitioners were engaged by the Respondent/Management directly and their work was supervised by the Respondent/Management and only for the purpose of payment of wages they were treated as contract labourers.

21. Then again the learned counsel for the Petitioner argued that though the Respondent/Management has relied on the judgement of *Air India Statutory Corporation vs. United Labour Union and Others* case for regularising the services of 11 co-workers, in the judgement, it is not stated that the contract labourers who have worked on 6-12-96 must be regularised as per the judgement and therefore, the date of regularisation fixed by the management was an unilateral action and the Petitioners cannot be excluded by this unilateral action. Further, it is the contention of the learned counsel for the Petitioner that the Headquarters of the Respondent/Management have issued notification to regularise the contract employees, who were working on 6-12-96, which is arbitrary and cannot be enforced against the Petitioners.

22. But, here again, I find no point in the contention of the learned counsel for the Petitioner because the contract employees namely Petitioners and other 19 persons have raised the dispute before Assistant Labour Commissioner (Central) and a settlement under section 12(3) has been entered into between them during the conciliation and in that on behalf of the Petitioners and also on behalf of the contract labourers union representative one Mr. Panicker, who was examined as WW4 in this case, had accepted the settlement on behalf of the Petitioners that the contract employees who have worked on 6-12-96 should be taken in employment of the Respondent/Management.

23. At this stage, the learned counsel for the Respondent contended that the said agreement is binding on the Petitioners also and they have not raised any dispute, allowing that this settlement was entered into malafide and it was not binding on them. Under such circumstances, they cannot again raise the same dispute before this Tribunal and it is not open to them to challenge the same or re-agitate the same issue. Further, it is not their contention that it was entered into with malafide intention and they have not questioned the said settlement in any of the forums and under such circumstances, this claim is not maintainable before this Tribunal. The said settlement is final and therefore, valid in law. Further, the learned counsel for the Respondent contended that for some of the persons, who have not worked on 6-12-96, the same Chennai Airport Contract

Workers Union by its Secretary Mr. Panicker has raised an Industrial dispute on the same grounds which were alleged in this petition in I.D. No. 5/2000 and this Tribunal by an Award dated 10-12-2002 had dismissed their claim and against which, neither the Secretary, Chennai Airport Contract Workers Union nor the persons affected by the settlement have preferred any Writ Petition against that Award and the said award has become final and under such circumstances, with the same allegations the Petitioners, who are the members of the said union cannot challenge the same issue by raising an another industrial dispute.

24. I find much force in the contention of the learned counsel for the Respondent. Though the Petitioners have admitted that a settlement under section 12(3) was entered into between the Chennai Airport Contract Workers Union and the Respondent/Management and though they have admitted that they are members of the said Union, they cannot give any valid reasons how they can without challenging the same can raise an another industrial dispute with the same contention.

25. The learned counsel for the Respondent further argued that after the judgement in Steel Authority of India Ltd. reported in 2001 SCC (L&S) 1121, the contract labourers cannot contend that their services should be regularised by the principal employer and their absorption should not be automatic and in that judgement certain conditions have also been imposed. Under such circumstances, the Petitioners cannot claim that they should be regularised in the service and their employer is the principal employer. Learned counsel for the Respondent further argued that though the Petitioners have produced documents Ex. W7 and W8, in which Ex. W7 is the Xerox copy of the page of attendance register and Ex. W8 is a paper for the wages received by the Petitioners and others during the month of December, 1996. Since it is a scrap of paper, no relevance can be placed on these documents and he further relied on the rulings reported in AIR 1972 SCC 330 M/s. Bareilly Electricity Supply Co. Ltd., vs. Workmen and others and also 2000(1) SCC 434 Ishwar Dass Jain Vs Sohan Lal. In the first decision, the Supreme Court has held that "even if all technicalities of the Evidence Act are not strictly applicable except in so far as Section 11 of the Industrial Disputes Act, 1947 and the rules prescribed therein permit it, it is inconceivable that the Tribunal can act on what is not evidence such as hearsay, nor can it justify the Tribunal in basing its award on copies of documents, when originals which are in existence are not produced and proved by one of the methods either by affidavit or by witness who have executed them, if they are alive and can be produced". In the second case, 2000(1) SCC 434 the Supreme Court has held that "The rationale behind admissibility of parties' books of accounts as evidence is that the regularity of habit, the difficulty of falsification and the fair certainty of ultimate detection give them in a sufficient degree a probability of trustworthiness. When that is the legal position, extracts of alleged account books in our view, were wrongly treated as admissible by the Courts below though the original books were not produced for comparison nor was their non-production explained and nor was the person who had prepared the extracts examined". Relying on these decisions, the learned

counsel for the Respondent argued that though the Petitioners alleged that Ex. W7 and W8 are the attendance maintained by AVJ Associates and also wage register maintained by AVJ Associates respectively they have not examined the persons who have prepared the documents and further, out of these documents, one documents is a Xerox copy of a page and another is a loose sheet from the register and in such circumstances, these documents are not admissible in evidence and even though it has been marked as exhibits, it cannot be looked into by this Tribunal. It is his further argument that at the first instance when he objected for marking of these documents, the learned counsel for the Petitioner had taken time to produce some authorities/citations and subsequently, after a long lapse of time, these documents were marked in his absence and therefore, no relevance can be placed on these documents to prove the fact that the Petitioners and other contract labourers had attended the Respondent/Management as per the direction of the Respondent.

26. I find some force in the cotention of the learned counsel for the Respondent. In this case, though the Petitioners have alleged that Ex. W7 and W8 are attendance register and also wage register respectively for the period of December, 1996, on a perusal of these documents, I find there is difference in the days mentioned and also the wages received by the Petitioners. Under such circumstances, I find these documents are not genuine and further the author of the documents has not been examined and therefore, no reliance can be placed on these documents. Then the learned counsel for the Petitioner argued that the crucial dated 6-12-96 has not been mentioned in judgement of Air India Statutory Corporation's case, the Respondent/Management cannot take an unilateral action that the contract employees who were on the service of the Respondent/Management on 6-12-96 should be taken and it is a clear violation of the said judgement and further the persons who were much juniors to the Petitioners have been taken into service by the Respondent/Management and under such circumstances, this Tribunal has got every power to regularise the services of the Petitioner, in view of the discrimination and also in view of the illegal and arbitrary appointments made by the Respondent/Management.

27. But, I find there is no substance in the contention of the Petitioner because in Ex. M4 settlement, the Union namely Chennai Airport Contract Workers Union in which the Petitioners were members have entered into a settlement with the Respondent/Management, that the workers who were working on 6-12-96 under the Respondent/Management should be taken as a regular workman and when the Petitioners who were members of the union have not questioned the said settlement in any forum cannot now turn around and say that it will not bind them and they are entitled to be regularised by the Respondent/Management.

28. Learned counsel for the Petitioners further relied on the rulings in the judgement of Madras High Court in W.A. No. 544/98, wherein they alleged that in a similar situation, a dispute raised by the International Air Cargo Workers' Union against the Airport Authority and also against the Airport Industrial Co-operative Service Society,

through whom they have entered into the services of the Respondent/Management, wherein the High Court has held that by the documents produced by the workmen as well as the management amply support, though the workmen were supplied by the Society, the entire control was with the first Respondent/Management and held that the contract labourers are deemed to be the workers of the Respondent/Management. Under such circumstances, this Tribunal can come to a conclusion that the Petitioners are workmen under the Respondent/Management.

29. But, though I find some force in the contention of the learned counsel for the Petitioner since Writ Appeal is pending before the Supreme Court under SLP, under such circumstances, I cannot solely depend on the judgement for this case. Therefore, from the above discussion, I find the Petitioners have not established that the contract entered into between AVJ Associates and the Respondent/Management is a sham and nominal one and the Petitioners have also not established that they were under the direct control and supervision of the Respondent/Management. Hence, I find the Petitioners are not entitled to any relief claimed by them. As such I find this point against the Petitioners.

Point No. 2 :—

The next point to be decided in this case is to what relief the Petitioner is entitled?

30. In view of my foregoing findings, I find the concerned employees in these three industrial disputes are not entitled to any relief as claimed by them. No Costs.

31. Thus, the references are answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court of this day the 10th June, 2004).

K.JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I party/Workman : WW1 Sri S. Kotteeswara Rao

WW2 Sri V. Jayaraj

WW3 Sri K. Raja

WW4 Sri G.K. Panicker

For the II Party/Management : MW1 Sri Balasubramanian

Common Documents Marked :—

For the I Party/Workmen :—

Ex. No.	Date	Description
W1	10-12-96	Medical certificate submitted by the I Party
W2 series Nil		Xerox copy of the gate passes issued to Petitioners
W3	27-5-98	Xerox copy of the letter from Jayaraj to Assistant Labour Commissioner (Central)
W4	7-12-98	Xerox copy of the reply filed by the Respondent before Assistant Labour Commissioner (Central)
W5	27-5-98	Xerox copy of the letter from Kotteswara Rao Assistant Labour Commissioner (Central)

W6	7-12-98	Xerox copy of the reply filed by the Respondent before Assistant Labour Commissioner (Central)
W7	Dec. 96	Extract of attendance register
W8	Dec. 1996	Extract of wage register
W9	3-12-96	Medical Certificate submitted by Jayaraj
W10	31-12-96	Medical certificate submitted by Jayaraj

For the II Party/Management :—

Ex. No.	Date	Description
M1	13-4-95	Xerox copy of the letter from Respondent to AVJ associates.
M2	29-1-87	Xerox copy of the guidelines issued from Headquarters
M3	29-1-87	Copy of the Fax message from General Manager to Airport Director, Chennai.
M4	18-3-98	Xerox copy of the settlement under section 12(3).

नई दिल्ली, 7 अक्टूबर, 2004

का.आ. 2795.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन ऑयल कार्पो. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार श्रम न्यायालय, कोल्लम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-04 को प्राप्त हुआ था।

[सं० एल-30011/107/2001-आई आर (विविध)]

बी०एम० डेविड, अवर सचिव

New Delhi, the 7th October, 2004

S.O. 2795.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Kollam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corpn. Ltd., and their workmen, which was received by the Central Government on 5-10-04.

[No. L-30011/107/2001-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, KOLLAM

(Dated, this the 8th day of September, 2004)

PRESENT:

Sri C. N. SASIDHARAN, Industrial Tribunal

IN

INDUSTRIAL DISPUTE NO. 20/2002

BETWEEN :—

- (1) The Senior Aviation Manager, IOCL, Southern Regional, Indian Oil Bhawan, 139, Numgambakkam High Road, Madras, Chennai. Management
- (2) The Airport Terminal Manager, IOCL,

- Aviation Field Station, Airport,
Trivandrum, Kerala.
- (By M/s. Menon & Pai, Advocates, Kochi)
- (3) The Secretary, Kerala State Ex-services-
League, District Officer,
Trivandrum.
(By Sri S. Vijaya Kumar, Advocate,
Trivandrum)

}...Management

AND

- (1) Sri S.K. Anil Kumar, Mini Bhawan,
Santhivila, Nemem,
Trivandrum.
- (2) Sri C. Rajendran, Bindu Bhavan,
Puthuvalvilakam, Venganoor,
P.O. Trivandrum.
- (3) Sri A. Joosa, Chikkitta
Thakkakara-Purayidam,
Poovar, Trivandrum.
(By S/s. Gopu & Sathesh Kumar,
Advocates, Trivandrum)

}....Workmen

AWARD

The Government of India by Order No. L-30011/107/
2001-IR(Misc) dated 2-5-2002, have referred this industrial
dispute for adjudication to this Tribunal.

II. Both sides entered appearance before this
Tribunal and filed statements advancing their respective
contentions. Thereafter the management has filed a petition
challenging the validity of this reference itself and that
point was considered by this Tribunal as a preliminary
issue. By order dated 24-8-04, this Tribunal held that this
reference is bad in law and this Tribunal has no jurisdiction
to adjudicate the issue under reference. For convenience I
shall extract below that order in full :—

ORDER

This is a petition challenging the validity of the
reference order and praying to decide that point as a
preliminary issue.

2. It is stated by the petitioner management that
the dispute raised by the three workmen is an individual
dispute and not an industrial dispute. An individual dispute
under Sec. 2A of the Industrial Disputes Act ('the Act' for
short) is not maintainable for raising a claim for absorption.
Hence this reference is illegal and without jurisdiction.
Further the persons involved in this dispute are admittedly
contract workers and after the enactment of the Contract
Labour (Regulation and Abolition) Act, 1970 ('the CLRA
Act' for short) industrial adjudication has no jurisdiction
to deal matters connected with contract labour. Only on

abolition of the contract labour system by the appropriate
Government, the industrial adjudicator will get jurisdiction
to deal with matter connected with the absorption of contract
labour. In the absence of prohibition of such engagement
by the Government, the reference is bad in law and this
Tribunal has no jurisdiction to decide the issue.

3. The workmen opposes the petition. It is stated
by them that they are not contract workers but were
employed by the management after interview and were
working for a long period. There is employer employee
relationship between them and the management. But the
management illegally terminated them. According to the
workmen they were working as regular workers as selected
and paid by the management. Hence this Tribunal has
jurisdiction to entertain this dispute and this reference is
valid in law.

4. The issue referred for adjudication in this case
is :

"Whether the three Security Guards Viz. S/s. Anil
Kumar S.K., C. Rajendran and A. Joose engaged
through M/s. Kerala State Ex-services League in the
Aviation Field Station at Trivandrum Airport by the
management of Indian Oil Corporation Ltd., are
entitled for absorption in the establishment of the
Indian Oil Corporation Ltd. as regular workers? If so,
to what relief they are entitled?"

5. As per the issue for adjudication it is clear that the
three workmen involved in this reference were engaged by
the petitioner through M/s. Kerala State Ex-services League
which according to the petitioner is a contractor. Further
as per the issue the point for adjudication is whether the
three workmen were entitled for absorption in the
establishment of the petitioner as regular workers.

6. The maintainability of this reference is challenged
on two grounds. The first one is that this dispute is not
maintainable under Sec. 2A of the Act. According to the
petitioner the dispute raised by the counter petitioners 1
to 3 is an individual dispute and not an industrial dispute.
Further an individual dispute under Sec. 2-A of the Act is
not maintainable for raising a claim for absorption. A
reading of Sec. 2-A of the Act makes it clear that when any
employer discharges, dismisses, retrenches or otherwise
terminates the service of an individual workman any
dispute or difference between that workman and his
employer connected with or arising out of such action shall
be deemed to be an industrial dispute. As evident from the
issue under reference the present claim is for absorption
which is not covered under Sec. 2-A of the Act and an
individual dispute under this section is not maintainable
for raising a claim for absorption. Hence this reference is
illegal and without jurisdiction.

7. The above view is supported by a decision of the High Court of Andhra Pradesh in *ONGC Ltd., vs. N. Sathyanarayan and others* (2003(3)LLJ 289). In that case the Court considered the validity of dispute raised by contract labour relating to discharge etc. on expiry of labour contract. The court after referring several decisions of the Supreme Court held thus in para. 31 of the judgement as below:

31. "As observed earlier, the objection is as to the form in which the dispute is raised before the 4th respondent. It was observed that to invoke Sec. 2-A there should not exist any dispute as to the person invoking it having been under the employment of the employer and the termination thereof. The adjudication will be only as to the mode of discharge, dismissal, retrenchment or termination and the consequences thereof. When it is categorically held by the Supreme Court that a contract labour can never be treated as an employee of the principal employer, it is too difficult to imagine that such a contract labour stands discharged, dismissed retrenched or terminated, with the expiring of the labour contract. Even where a notification under Sec. 10(1) of the CLRA Act is issued, the Supreme Court categorically held that such a notification could only bring about an end to the contract between the principal employer and the labour contractor. It was further observed that the relationship of the master and servant between the labour contractor and contract labour would continue to exist even after such a notification. When this is the legal and factual aspect, it cannot be said that there existed any relationship of master and servant or employer and employee between the contract labour on the one hand and the petitioner herein on the other till June 30, 1997 and that the contract labour stood discharged, dismissed, retrenched or terminated with effect from July 1, 1997. Therefore, the applications filed by the contract labour before the respondent under Sec. 2-A of the Industrial Disputes Act were not maintainable."

6. the second ground raised by the petitioner is that the workman involved in this reference are admittedly contract workers and after the enactment of the CLRA Act industrial adjudicator has not jurisdiction to deal with matters connected with contract labour. There cannot be any dispute that as per this Act only on the abolition of the contract labour system by the appropriate Government by notification under Sec. 10(1) of the said Act the Industrial Adjudicator will get jurisdiction to deal with matter connected with the absorption of contract labour. In this case there is no evidence of any such notification by the appropriate Government. Therefore in the absence of

prohibition of engagement of contract, labour the reference is bad in law and this Tribunal has no jurisdiction to decide the issue.

8. For the above view I seek support from a decision of the Supreme Court in *Steel Authority of India Ltd., Vs. National Union Water Friend workers* (2001-II-LLJ 1087). In that case the court *Inter Alia* considered prohibition of employment of contract labour by notification under the CLRA Act. In sub-para. 3 of para-119 at page 1131 of the judgement the apex court has pointed out that neither Sec. 10 of the CLRA Act nor any other provision in the Act whether expressly or by necessary implication provides for automatic absorption of contract labour on issuing notification by appropriate Government under sub-sec.1 of Sec. 10, prohibiting employment of contract labour. . . Under sub-para. 5 at page 1132 of the judgement the Court has further stated that on issuance of prohibition notification under Sec. 10(1) of the CLRA Act in an industrial dispute brought before it by any contract, prohibiting employment of contract labour or otherwise, labour in regard to conditions of service the industrial adjudicator will have to consider the question. . . . The above observations of the apex court fully support my above view.

9. On behalf of the workmen it is argued that these workmen are not contract workers but regular workers having one year to seven years service under the petitioner management and third management Ex-Service League has no authority to sponsor these workmen. It is also argued that even if there is any contract between the third management and the other two managements it is a shame contract and illegal. The above arguments are devoid of merit in the light of the issue under reference as the reference itself makes the position clear that these workmen were engaged through the third management Ex-Service League. The further argument that the issue under reference can be disposed of only after taking evidence is also without force in the light of my above finding regarding the maintainability of this reference.

10. For the foregoing discussions, I hold that this reference is bad in law and this Tribunal has no jurisdiction to decide the issue under reference. The petition is accordingly allowed.

III. As this Tribunal found that this reference is not maintainable it is not necessary to proceed further in this matter to decide the issue on merit, as it is not required for the purpose of disposal of this reference.

IV. In view of what is stated above, an award is passed holding that this reference is bad in law and this Tribunal has no jurisdiction to adjudicate the issue under reference.

C.N. SASIDHARAN, Industrial Tribunal

नई दिल्ली, 7 अक्टूबर, 2004

का.आ. 2796.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माईन्स लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बेंगलूर के पंचाट (संदर्भ संख्या सी. आर. 37/01) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2004 को प्राप्त हुआ था।

[सं० एल.-29012/13/2001-आई.आर. (विविध)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 7th October, 2004

S.O. 2796.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. C.R. 37/01) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Gold Mines Ltd., and their workman, which was received by the Central Government on 5-10-2004.

[No. L-29012/13/2001-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT "SHRAM SADAN",

G. G. Palya, Tumkur Road, Yeshwantpur,
Bangalore-560 022

Dated : 17th September, 2004

PRESENT:

SHRI A. R. SIDDIQUI, Presiding Officer

C. R. No. 37/2001

I PARTY

Shri K. Chinnachari,
C/o Sri Savridoss S.
Bharat Gold Mines
General Workers
Union, CITU,
Marikuppa Post,
K.G. F.-563 119

APPEARANCES

I Party :

K V. Satyanarayana
Advocate

II Party :

A. S. Boppana
Advocate

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section

2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* order. No. L-29012/13/2001/IR (M) dated 29-5-2001 for adjudication on the following schedule :

SCHEDULE

"Whether Shri K. Chinnachari, former workman of Afforestation, K. G. F. is justified in claiming continuous employment under the management of M/s. Bharat Gold Mines Ltd? If yes, to what relief the workman is entitled?"

2. In response to the notice issued by this tribunal both the parties made appearances through the counsels. Learned counsel Shri K. V. S. came on record representing the I party on 12-6-2002. From 12-6-2002 till 27-7-2004 i.e. for more than 2 years I party was granted opportunities to file his Claim Statement in support of the reference point. However, the I party failed to do so and the matter came to be posted for filing of Counter Statement if any by the Management.

3. The Management filed its Counter Statement and among other grounds contended that the I party was retired from service after having attained the age of superannuation at 58 years. Therefore question of management terminating the services illegally does not arise. As the I party failed to register Claim Statement question of adjourning the case calling upon the I party to lead evidence did not arise and therefore, the matter was posted for passing of the Award.

4. As could be seen from the conduct of the I party, he did not come forward atleast to file his Claim Statement despite the time to time adjournment given spreading over the period of two years. This conduct on the I party could show that he is no more interested in the above said dispute.

5. As per the points of reference the burden to prove that I party was justified in claiming continuous employment under the management was cast upon him. It was for the I party to submit his Claim Statement making out the case against the management and then to prove the same by leading oral or documentary evidence and since he has failed to do so, there is no alternative left for the court but to hold that I party fails to establish his case and reference is liable to be dismissed for non-prosecution. Hence, the following award.

ORDER

Reference is dismissed for non-prosecution

(Dictated to the L.D.C. transcribed by him, corrected and signed by me on 17th September 2004).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 7 अक्टूबर, 2004

का.आ. 2797.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंटैग्रल कोच फैक्ट्री के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार श्रम न्यायालय

चेन्नई, के पंचाट (संदर्भ संख्या आई. डी. नं. 2/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-10-2004 को प्राप्त हुआ था।

[सं० एल.-41012/167/95-आई.आर. (बी-1)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 7th October, 2004

S.O. 2797.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 2/1997) of the Central Government Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Integral Coach Factory and their workmen, which was received by the Central Government on 6-10-2004.

[No. L-41012/167/95-IR (B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

PRESENT:

THIRU K. RAMASUBRAMANIAN, B. Sc., B. L.,
Presiding Officer

Monday the 30th day of August, 2004

Central Govt. Industrial Dispute No. 2/1997

BETWEEN:

Thiru Krishnan (23/2002 PF No. 46483)
Khalasi Helper,
105-C, Pillaiyar Koil Street,
T. V. Nagar, Chennai-40.

AND

The General Manager,
Integral Coach Factory,
Chennai-38.

AWARD

This Industrial dispute has been referred to this court for adjudication of the dispute between the workman Thiru Krishnan and the management of Integral Coach Factory, Chennai, by the Govt. of India, Ministry of Labour, G. O. No. L. 41012/167/95-IR (B.I), dated 7-2-97, on the following issue :

"Whether the action of the management of General Manager, Integral Coach Factory, Madras in terminating the services of Shri R. Krishnan, schavenager with effect from 28-4-84 after serving 19 years of service for chronic absentism due to illness is just, proper and legal ? If not, to what relief his the workman is entitled ?"

2. The parties have filed their pleadings.

3. Today (30-8-04) the dispute is taken up for enquiry. Petitioner called absent. There is no representation. Hence, this I.D. is dismissed for default. No costs.

Dated at Chennai, this the 30th day of August, 2004.
THIRU K. RAMASUBRAMANIAN, Presiding Officer

नई दिल्ली, 7 अक्टूबर, 2004

का.आ. 2798.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 2/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-10-2004 को प्राप्त हुआ था।

[सं० एल.-12012/269/95-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 7th October, 2004

S.O. 2798.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/97) of the Central Government Industrial Tribunal-cum-Labour Court, No.-1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 7-10-2004.

[No. L-12012/269/95-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NEW DELHI

SHRI S.S. BAL, Presiding Officer

I D. NO. 2/97

In the matter of dispute between :

Shri Manohar Lal S/o late Shri Dooja Ram,
R/o Pasiapur, Tehsil Ponayan,
Distt. Shahjahanpur

Workman

Versus

Zonal Manager,
Bank of Baroda,
Zonal Office,
Govindganj,
Shahjahanpur-242001.

Management

Appearances : None for the workman.
Shri T.C. Gupta for the Management

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/269/95-I.R. (B-2) dated 30-12-96 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Bank of Baroda, Regional Office Shahjahanpur in terminating the services of Sri Manohar Lal s/o late Shri Dooj Ram, peon w.e.f. 28-10-94 is just and legal? If not, to what relief is the workman entitled to?”

2. Briefly stated the facts of this case are that the workman claimant Shri Manohar Lal was appointed as peon on daily wages basis at Banda Branch of the respondent Bank in Shahjahanpur Region in June, 1986 and he worked at the said branch till June, 87 for 110 days in all. Thereafter he was off and on called to work as temporary peon at Banda in April, May, July, 1992 during which period he worked for a total period of 21 days in between he worked for 26 days at Malika branch in July, 1992. He was paid daily wages at the rate of Rs. 45 per day. Thereafter in pursuance to the advertisement or the information in the Newspaper calling applications from the persons who have worked for more than 90 days or more during the period in between 1-1-82 to 31st December, 1990 in response to which the applicant applied for absorption vide application dated 11-9-91 and subsequently his application was referred to the Regional Office Shahjahanpur and he was asked by the Manager Banda Branch to appear at Regional Office of the Bank at Shahjahanpur on 5-6-93 and he appeared at the Regional Office Shahjahanpur in pursuance to that application alongwith his original certificate etc. of his qualification and thereafter he was deputed to work as Peon at Dhaka Ghanshyam Branch vide letter dated 5-6-93 addressed to the Manager Dhaka Ghanshyam Branch. He was allowed to join duty as Peon at the said branch from 7-6-93. However, he was not issued separate letter of appointment. From 7-6-93 he was appointed as temporary peon though the post at the said branch (Dhaka Branch) was the permanent and he worked at the said branch to the full satisfaction of the branch Management but his services were abruptly terminated by the branch manager on 31-3-84 by verbal order without assigning any reasons. Though he was informed that his services have been terminated/discontinued in pursuance to the instructions from the Regional Office. Another person was appointed to work in his place in the existing permanent post/vacancy of peon in which the workman had been working. It is further averred that in the month of August he was again called at Regional Office at Shahjahanpur and deputed to work at Banda Branch where he joined from 22-8-94 but his services were again terminated from 28-10-88 though vacancy or post against which he worked was permanent post of Peon which was vacated by Sandeep Kumar Jaiswal but he was informed that he was being so relieved as per instructions from Regional Office and another person was appointed in his place to work in the existing vacancy of permanent peon. It is also averred that the workman in addition to performing his duty as peon has also performed duties of Daftry and functions of Daftries and Dak Peon. His services were terminated without giving him any notice.

The workman raised an Industrial Dispute which resulted in the present reference in question. The workman has challenged his termination as unjustified void, illegal, malafide and in contravention of provisions contained in Section 25-F, G and H of the I.D. Act, as the persons junior to the workman as temporary peons in the branch continued in services and the same was also not in accordance with the Bipartite Settlement as the other persons who worked in the bank for less period were re-employed which was contrary to the Bipartite agreements dated 19th of October, 1996, according to which the employee would acquire status of confirmed workman or probationer if allowed to be employed as temporary for 240 days and 120 days respectively. He further claims that he be treated as probationer as he has worked in the bank from 7-6-93 to 31-3-94 and from 28-8-94 to 27-10-94 in permanent vacancies at Dhaka Ghanshyam and Banda branches respectively. He is entitled to be treated as probationer with effect from his appointment dated 22-8-94 and thereafter he is entitled to be confirmed in service after six months. He also claims that the impugned action of the management is in violation of the provisions of the Sastry award as he has been terminated without notice. It is further stated that the impugned order of termination is liable to be set aside and the workman is entitled to be reinstated with continuity of service and full back wages and other benefits and privileges of service.

3. The claim has been contested by the respondent management by filing written statement denying that the workman is not entitled to be treated as Peon as claimed. It is stated that the workman was engaged as daily rated worker pending recruitment and appointment of newly selected candidates. The provisions of Sastry Award and Desai Award are not applicable to daily rated ad hoc casual workers like the workman. The workmen being daily rated ad hoc casual temporary workers are not entitled to indefeasible right to claim continued engagement or employment or confirmation on the basis of past engagement and they have to move out on joining of regular appointee. It is further submitted that in response to an advertisement in Daily Newspapers inviting applications from those who worked as peons on temporary basis for 90 days or more in any branch or office of the respondent and possessed prescribed qualifications for empanelling and considering them for future regular employment as peons and a very large number of applications were received in the banks Head Office, and respondent bank prepared zonewise lists of the eligible candidates. Out of the large number of applicants who had applied for the post of peons and the copy of the list pertaining to the applicants from Western U.P. Zone Meerut is Annexure IV but the name of the workman claimant does not find mention in the said list and for reasons that either his application was not at all received in the Head Office or it was not received within the prescribed period or he *prima facie* did not fall in the Zone of consideration. It is further stated that after

verification and screening Head Office found a total number of 618 applicants eligible for employment and for considering them for future regular job in the bank. In so far as Western U.P. Meerut to which the instant case pertains is concerned, a total of 75 applicants were empanelled out of which approximately 55 had been employed against the regular job in different branches under the Zone and lists containing their names and number of working days are annexures V and VI to the written statement. It is further stated that it was only pending completion of above recruitment process and posting of empanelled candidates that the bank engaged daily workers like the workman herein on *ad hoc* casual temporary basis. On appointment of the regular candidates the service of the workman claimant were discontinued on transfer of Shri Onkar a permanent peon from Banda and Malika Branch to Dhaka Ghansham branch and workman being daily rates had give away to permanent employee; Onkar Nath was not appointed as assumed by the workman. It is further stated that the management re-engaged workman in Banda Branch on *ad hoc* basis w.e.f. 22-8-94 till 10-10-94 and not till 28-10-94 and this time the workman exit took place on the posting of a regular appointment under Government Scheme/ It is further denied that the workman worked as substantive employee on substantive basis. It is denied that discontinuance of service of the workman was in violation of Section 25-F or any other provisions as claimed. He is not entitled to any relief. The respondent has sought to declare order of reference as bad in law and order of termination of the workman's temporary employment in the bank as just, proper and legal.

4. Written statement is followed by replication wherein controverted facts were denied and the contents of claim statement were reiterated to be correct. Thereafter, evidence was adduced by the management by way of affidavit while the workman was proceeded against *ex parte* vide order dated 11-2-99.

5. I have heard the learned counsel for the management and have perused the record.

6. The case of the workman is that the workman was initially appointed on daily wages and during the year 1986 and 87 he worked as such till June 1987 for 110 days and thereafter he was appointed as temporary peon in Banda branch in the month of April. He worked as temporary peon in the month of April, May and July, 1992 and worked as such during the year 92-93 and then his services were terminated. He was again appointed from 7-6-93 to 31st March, 94 and from 28th August, 94 to 27-10-94 as temporary peon whereas the Management has denied that the workman was appointed as temporary peon. However, according to the management he was appointed on a daily wages as casual worker on *ad hoc* basis and on posting of regular appointee in Banda Branch he had to go and thereafter second time he had to exit/to go on the appointment of regular peon. in view of the policy of the

Government. The burden of proof to prove that claimant workman was appointed as temporary regular peon as claimed by him and that his termination was in violation of the provisions contained in Section 25-F or he is entitled to the relief under the provisions contained in Section 25-F and H was on the claimant but he has utterly failed to prove these above pleas/claims. Rather he was proceeded *ex parte* on 11-2-99 and adduced no evidence. On the other hand Shri Vijay Sulekh branch manager of the respondent was examined as MW2. He in his affidavit deposed that the workman was not appointed by the appointing authority i.e. Regional Manager in accordance with the rules and regulations of the bank, nor he was sponsored through employment exchange nor he was selected through the selection process. He was engaged from time to time as a daily wager on *ad hoc* basis by the branch managers for coping with passing contingency. The branch managers are not vested with the authority of appointing sub-staff. That power is vested in Regional Managers. The workman did not possess requisite eligibility qualifications and discontinuance of workman employment is legal. Regular appointments were made vide annexures Ex. M1 to Ex. M-6. From the statement of MW1 it is proved that the workman was appointed as daily wager on *ad hoc* basis and his services were discontinued after regular appointees were appointed. His statement goes unrebutted on record. The workman failed to prove his case that he was appointed temporarily as peon and that termination of his services is in violation of the provisions contained in Section 25-F or the workman is entitled to any relief claimed by him. Hence I am of the opinion that the action of the management of the Bank of Baroda, Regional Office Shahjahanpur in terminating services of Manohar Lal workman w.e.f. 28-10-94 is just and legal. The reference is answered in affirmative accordingly. Award is hereby passed.

S. S. BAL, Presiding Officer

Dated 17-9-2004.

नई दिल्ली, 8 अक्टूबर, 2004

का.आ. 2799.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 38/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-10-2004 को प्राप्त हुआ था।

[सं० एल-12011/253/2003-आईआर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 8th October, 2004

S.O. 2799.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 38/2004 of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in

the Industrial Dispute between the management of Bank of Baroda and their workmen, which was received by the Central Government on 7-10-2004.

[No. L-12011/253/2003-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

SHRIKANT SHUKLA, Presiding Officer

I. D. NO. 38/2004

REF. NO. L-12011/253/2003-IR (B-II) dt. 17-3-2004

BETWEEN:

The President, U.P. Bank of Baroda
Employees Union, C/o Bank of Baroda
Aminabad Branch, Lucknow

AND

The Asstt. General Manager, Bank of Baroda,
Regional Office, 19 Way Road,
Lucknow

AWARD

The Government of India, Ministry of Labour, New Delhi vide their Order No. L-12011/253/2003-I.R. (B-II) dated 17-3-04 referred the following issue for adjudication to the Presiding Officer, CGIT-cum-Labour Court, Lucknow;

“Whether the claim of U.P. Bank of Baroda Employees Union for regularising the services of Smt. Rajkumari Part time sweeper by the management of Bank of Baroda with retrospective effect from 9-11-2001 is legal and justified? If not, what relief the concerned workman is entitled to.”

The order of reference was received in the office of Presiding Officer, CGIT, cum-Labour Court, Lucknow on 10-5-04 for adjudication of the aforesaid reference. The copy of the order was also endorsed to the employer Bank of Baroda, Regional Office, 19 Way Road Lucknow and President, U.P. Bank of Baroda Employees Union C/o Bank of Baroda, Aminabad, Lucknow.

The court waited for the statement of claim till 10-6-04. The trade union was advised in the order of reference that he should file statement of claim together with documents relied upon and the list of witnesses within 15 days of the receipt of the order of reference but the trade union did not file any statement of claim till 10-6-04. The court sent notice by registered post on 1-6-04 asking the President of the U.P. Bank of Baroda Employees Union to file statement of claim by 12-7-04. It was also specified in the said notice that in case non appearance on the date fixed and files its case it shall be presumed that the trade union has nothing to say in the matter and in the absence of claim statement case shall be disposed of.

No statement of claim was filed till 12-9-04 nor President, U. P. Bank of Baroda Employees Union appeared in the court. It is noteworthy the registered article not received back and therefore it was believed that the notice is duly served on the President of the trade union. The opposite party representative Smt. Neeta Mathur was required to file the written statement in respect of the issue referred and 24-9-04 was fixed for the filing written statement.

Smt. Neeta Mathur, representative of the employer has moved an application that in accordance with case law 1981 (29) FLR page 194 between V. K. Raj Industries and Labour Court (I) and others the court should pass the order disposing of the reference.

The authorised representative of the management has argued that the reference is silent on the point as to which branch office the Bank of Baroda. She was employed as part time sweeper. The trade union has not come forward with the statement of claim disclosing the office in which Rajkumari was part time sweeper. The burden lies on the trade union that U. P. Bank of Baroda Employees Union to submit its statement of claim mentioning clearly particular office of the bank in which Rajkumari was a part time sweeper. The employees union has to disclose the date on which she was appointed. It is burden of the employees union to plead and prove that Rajkumari part time sweeper was entitled under rules for regularisation. Unless until the trade union does not come forward with the specific allegations and prove those allegations, this court can not adjudicate the issue referred. In the instant case the Govt. of India Ministry of Labour has referred the dispute at the instance of President Bank of Baroda Employees Union, Lucknow. Consequently the burden lay on the trade union to set out the grounds challenging non regularisation of the part time sweeper Rajkumari and employees union has to prove that such non regularisation was illegal. The employees union did not appear nor they produce evidence with the result there is no material before this court for recording evidence that non regularisation by the employer is unjustified or illegal. In the circumstances stated above the issue can not be answered. No claim award passed accordingly.

Lucknow:

24-9-04

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2004

का.आ. 2800.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 40/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-10-2004 को प्राप्त हुआ था।

[सं० एल-12011/271/2003-आईआर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 8th October, 2004

S.O. 2800.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 40/2004 of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen, which was received by the Central Government on 7-10-2004.

[No. L-12011/271/2003-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

SHRIKANT SHUKLA, Presiding Officer

I. D. NO. 40/2004

REF. NO. L-12011/271/2003-IR (B-II) dt. 18-3-2004

BETWEEN:

The President, U.P. Bank of Baroda

Employees Union, C/o Bank of Baroda

Aminabad, Lucknow

AND

The Asstt. General Manager, Bank of Baroda,
Regional Office, 19 Way Road,
Lucknow

AWARD

The Government of India, Ministry of Labour, New Delhi vide their Order No. L-12011/271/2003-IR. (B-II) dated 18-3-04 referred the following issue for adjudication to the Presiding Officer, CGIT-cum-Labour Court, Lucknow:

“Whether the action of the Management of Bank of Baroda Raibareilly in not regularising the services of Smt. Roni Devi although she has been performing her duties since 7-2-89 is legal and justified? If not what relief is the concerned workman entitled to?”

The order of reference dated 18-3-2004 was received in the office of Presiding Officer, CGIT-cum-Labour Court on 10-5-2004 and the copy of the same was endorsed to the employer Bank of Baroda, Regional Office, 19 Way Road, Lucknow and the President, U.P. Bank of Baroda Employees Union, Aminabad, Lucknow.

It was directed in the order of reference that the statement of claim alongwith documents relied upon and the list of witnesses be filed in the court of Presiding Officer, CGIT-cum-Labour court, Lucknow within 15 days of the receipt of the order of reference. Presiding Officer, CGIT-cum-Labour Court, Lucknow waited for the statement of

claim till 10-6-2004 and when the employees union did not come forward with the statement of claim before the Presiding Officer, CGIT-cum-Labour Court, Lucknow, the Presiding Officer ordered the issuance of the notice by registered post on 10-6-2004. The notice was sent accordingly by registered post receipt No. 1530 dt. 11-6-2004. While issuing the notice the President of the Employees union was called upon to file the statement of claim by 12-7-2004. It was also made clear in the notice that in case the President of the union does not appear and file his case it shall be presumed that the employees union has no claim to officer and accordingly the court shall proceed to adjudicate the matter.

The President of the trade union or any of the representative did not appear on 12-7-2004 and therefore the next date was fixed 18-8-2004 for hearing. The registered notice sent on 11-6-2004 and the same was not received back in the office therefore the opposite party was directed to file written statement on the issue referred. The employer representative appear today and filed the authority letter alongwith application that since the worker has not turned up therefore no claim award should be passed by the court. She has relied upon 1981 (29) FLR page 194 between V. K. Raj Industries and Labour Court (I) and others and has argued that it was for the employees union who has espoused the cause of the workman to set out the grounds challenging non regularisation of Smt. Roni Devi. It was the duty of the employees union to come forward with the claim that Roni Devi has been performing the duties since 7-2-1989 and has right to be regularised.

Employees union has to state and prove the fact that Roni Devi was performing the duties of a employee on a particular post and according to law and rules she was to be regularised on particular post.

The representative of the employer has specifically mentioned that it is not mentioned in the order of reference as to on what post Roni Devi has been performing the duties since 7-2-89. It is not clear whether she was a temporarily peon, sweeper or a clerk. In the circumstances it is not possible for the employer to file any written statement. It is the duty of trade union to file the statement of claim and prove that Roni Devi has been performing the duties of a employee since 7-2-89 and she is entitled to regularisation.

Heard the representative of the employer and perusing the order of reference I am of the opinion that the order of reference is silent about post being held by Roni Devi. Trade union has also not come forward to assert its claim that Roni Devi is entitled to the regularisation. The burden lay on the employees union and not on the employer, in the circumstances the issue referred cannot be answered. No claim award passed accordingly.

Lucknow

24-9-04

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 2004

का.आ. 2801.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एस. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोदावरीखानी (संदर्भ संख्या 32/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-10-2004 को प्राप्त हुआ था।

[सं० एल.-22013/1/2004-आई.आर. (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 8th October, 2004

S.O. 2801.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/2004 of the Industrial Tribunal-cum-Labour Court, Godavarikhani as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 8-10-2004.

[No. L-22013/1/2004-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

**BEFORE THE CHAIRMAN, INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
GODAVARIKHANI**

PRESENT:

Smt. K. Suvarchala, M.A. B.L., Chairman-cum-
Presiding Officer.

Tuesday, the 21st day of September, 2004.

INDUSTRIAL DISPUTE NO. 32 OF 2004**BETWEEN:—**

MD. Khasim, S/o. Lal Mohammed,

Age 37 years.. R/o H.No. 4-3-118,

Post : Medipally village-505 209,

Ramagundam Mandal, Dist-Karimnagar. —Petitioner.

AND

1. The Colliery Manager.
GDK. No. 2A Incline,
M/s. Singareni Collieries Co. Ltd.,
Godavarikhani.
2. The Chief General Manager,
M/s. Singareni Collieries Co. Ltd.,
Ramagundam Area-I, Godavarikhani. —Respondents.

This petition coming before me for final hearing in the presence of Sri K. Ram Mohan, Advocate for the petitioner and of Sri D. Krishana Murthy, Advocate for the respondents and having stood over for consideration till this date, the court passed the following :—

AWARD

1. The petitioner filed the petition U/s. 2-A(2) of I.D. Act, 1947 to set-aside the dismissal order dt. 11-11-2003 dismissing the petitioner w..e.f., 13-11-2003 and direct the respondents' company to reinstate the petitioner into service with continuity of service and with all consequential attendant benefits, including full back-wages.

2. The averments of the petition are as follows :—

The petitioner was appointed as Shot Firer trainee in the year, 1995-96 in the respondents' company in the place of his father. He was confirmed as Badli Filler during the year, 1997. At the time of enquiry, the petitioner worked under the 1st respondent. The 2nd respondent is the controller of the company. The petitioner suffered form respiratory problems, body pain, ill-health etc., for which he could not attend his duties intermittently. Charge-sheet was issued to the petitioner on 20-2-2002 by the respondent. Enquiry was conducted on 19-11-2002. Show-cause notice was issued on 27-5-2003. After that, the respondent dismissed the petitioner from service on 11-11-2003. The petitioner orally explained his problems to the respondents for the allegations levelled in the charge-sheet dt. 20-2-2002. The respondent without paying any heed to the genuine problems of the petitioner for not attending to his duties, mechanically proceeded with enquiry and dismissed him from service. He was working in the company for about seven years without any adverse remarks. The petitioner had undergone treatment in the company hospital. The domestic enquiry conducted by the respondent was mechanical. Due to his dismissal from service, this entire members of the family are fallen on roads. Hence, he filed the petition for the above said relief.

3. To this, the 1st respondent filed the counter. The 2nd respondent filed a memo, adopting the counter filed by the 1st respondent. The contents of the counter are as follows :—

The 1st respondent denied the averments of the petition. The respondent company is a Government company incorporated under the provisions of Company's Act, 1956 for carrying out the business of winning and selling the coal. The appropriate Government is Central Government. As per S. 7a (i) of I.D. Act, the appropriate Government may constitute one or more Industrial Tribunals relating to any matter specified in the 2nd or 3rd schedule as may be assigned to them under this Act.

The petition is not maintainable under law and the same may be dismissed on this ground alone. The petitioner failed to exhaust the conciliation procedure as laid down under I. D. Act and filed this petition before this Tribunal. The petitioner had never put 190 days of attendance in any calendar year from his appointment till his dismissal. As the petitioner attended 58 days only during the year, 2001,

he was issued charge-sheet dt. 15/20-2-2002 for his habitual absenteeism. The petitioner failed to submit his explanation, after receipt of the charge-sheet. He was issued with a notice dt. 24-9-2002 with an advise to attend enquiry on 24-9-2002. Another notice was issued to him fixing the date of enquiry on 19-11-2002. The petitioner attended the enquiry proceedings on 19-11-2002 and pleaded guilty of the charges levelled against him. He did not cross-examine the management witnesses during the enquiry proceedings. During the enquiry, the petitioner pleaded that due to illhealth, he could not attend to his duties and could not put-up 190 days in any one of the years from his appointment. He never attended the respondent hospital for the alleged ill-health. Show-cause notice was issued on 27-5-2003 by the respondent, The petitioner submitted representation dt. 6-6-2003 requesting to consider his case sympathetically on humanitarian grounds and assured the company to work 20 days in a month. The petitioner also submitted undertaking on 9-7-2003. Accordingly, he was allowed to work from 10-7-2003 for 3 months. The petitioner attended 3 days in July, 2003, 3 days in August, 2003, 5 days in September, 2003 and one day in October, 2003 during the observation period. The petitioner failed to improve his performance even-after giving an opportunity to improve his performance. The attendance particulars of the petitioner from the date of his appointment, year-wise, are as follows :—

Year	Attendance
1997	135
1998	108
1999	108
2000	106
2001	058
2002	048
2003	035

The respondent company is doing the business of winning and selling of coal. If the employees are habitually abscond from their duties, the production targets will not be achieved resulting in huge losses to the respondent company. Hence, the petition may be dismissed.

4. On behalf of the petitioner, Ex. W-1 to Ex. W-5 are marked.

On behalf of the respondents, Ex-M-1 to Ex. M-9 are marked.

5. Heard both sides.

6. The 1st point raised by the respondents is that this Tribunal does not have jurisdiction to adjudicate the trial. Section 2-A(2) of I. D., Act is not applicable to their

company. This court has already decided in previous matters that the petitioner is having a right to file petition U/s 2-A(2) of I.D. Act. The contention of the respondent is that the coal mine industry is Central Government Enactment. But as held by his Lordships in I. L. Naidu and others Vs. Union of India and others, reported in 2003 (2) ALT 470, this court has got every jurisdiction to adjudicate the I. D., U/s. 2-A(2) of I.D., Act. Their Lordships held in the above decisions, as follows :—

“This contention regarding the non-applicability of Sec. 2-A(2) to an Industrial Dispute as defined in Sec. 2 (k) read with Sec. 2 (A) of the Act in relation to Hindustan Zinc Ltd., a Government of India Undertaking is wholly mis-conceived. The Industrial Disputes Act, 1947 is a legislation enacted by the parliament pursuant to the filed of legislation referable to Entry-23 of List III (Concurrent List) of the Seventh Schedule read with Art. 246 of the Constitution of India. The Act, has been amended by the Industrial Disputes Act (A.P. Amendment) Act, 1987 (Act. 32 of 1987). The Act was reserved by the Governor of Andhra Pradesh on 24-4-1984, for consideration of the President and the assent of the President of India was received on 22-7-1987 which assent was published in the A.P. Gazette on 27-7-1987. In view of the provisions of Art. 254 (2) of the Constitution, the provisions of Section 2-(A) (2) as incorporated in the Act by the A.P. Amendment Act 32/87 is valid and operative. There is nothing in the phraseology of sub-section (2) of Section 2-(A), which limits the applicability of its provisions to “State Industries” as contended by the petitioner.

Within the legislative field enumerated in Entry-22 of List III, the legislative of the State has, subject to the provisions of the constitution, legislative powers to enact laws. There is nothing in the provisions of the constitution or in the Act, brought to the notice of the court, which diminishes such plenitudinous legislative power including in the area of legislation for adjudication of industrial disputes in respect of industrial undertakings of a dispute in respect of industrial undertakings of a Federal Government. But for the enactment by the Parliament of the Industrial Disputes Act and subject to the provisions of Art. 254 (2), the State Legislature was competent to enact the entirety of Industrial Disputes Act (qua the concurrent legislative field enumerated in Entry-22 of List III read with Art. 254 of the constitution) for its operation within the territory of Andhra Pradesh. Under the provisions of Art. 254 (2) and in the context of the A. P. Amendment having received the assent of President, the provisions of Section 2-A(2) operate proprio vigore even against any

provisions of the Industrial Disputes Act, 1947, enacted prior to the A. P. Amendment Act. The contention of non-applicability of Section 2-A(2) of the petitioner, company is therefore without merit or force".

In the light of the above decision, it is quite clear that the petitioner can challenge u/s. 2-A(2) of the Industrial Disputes Act though he is working in the Coal Mine. Hence, the issue is decided in favour of the petitioner.

7. It is an admitted fact that the petitioner worked in the respondents' company since the year, 1997. He was given the job in the place of his father. The contention of the petitioner is that due to ill-health, he could not attend his duties. The allegation is that the petitioner is frequently absenting to his duties and causing inconvenience to the company. The year-wise attendance particulars of the petitioner show that during the year, 1997, he worked for 135 days, during the year, 1998, he worked for 108 days, during the year, 1999, he worked for 108 days, in the year, 2000, he worked for 106 days, during the year, 2001, he worked only for 58 days, in the year, 2002, he worked only 48 days and in the year, 2003, he worked only 35 days.

8. Enquiry was conducted. The enquiry proceedings are marked as Ex. M-1. Enquiry report is marked as Ex. M-2. The petitioner also filed the said documents i.e., enquiry proceedings marked as Ex. W-1 and enquiry report Ex. W-2. The show-cause notice is marked as Ex. W-3. The representation of the petitioner to show-cause notice is marked as Ex. W-4. Dismissal order is marked as Ex. W-5.

The petitioner did not cross-examine the witnesses. He admitted that he was absent to his duties. The plea taken by the petitioner is that due to ill-health, he could not attend to his duties. He also requested the company that he may be put under observation for 3 months. Accordingly, the respondent company put the petitioner under observation and allowed him to work from 10-7-2003 to 9-10-2003. The petitioner attended only 3 days in July, 2003, 3 days in August, 2003, 5 days in September, 2003 and one day in October, 2003. Though the petitioner is pleading ill-health and respiratory problems, he did not file any documentary evidence in support of his treatment during that period. The petitioner had taken the plea of ill-health, from the date of receiving the charge-sheet. It is an apparent violation of the rules. Though the petitioner was allowed to work as per his request for 3 months, he worked only for 3 days in each month, which clearly shows the negligent attitude of the petitioner.

9. The plea of the petitioner is that he is suffering from ill-health and the place where the petitioner is working, was prone to occupational diseases. As the petitioner is

working in coal mines, it is natural that he might have suffered from respiratory problem and ill-health.

10. Taking a lenient view, I feel that the petitioner is to be given another chance to work and it will meet the ends of justice.

In the result, the petition is partly allowed. The respondents company is directed to reinstate the petitioner into service as AFRESH without any back-wages and without any continuity of service. The petitioner shall be kept under observation for a period of 6 months. If he repeats the same, the respondents' company is at liberty to take action against the petitioner. There shall be no order as to costs.

Typed to my dictation, corrected and pronounced by me in the open court on this, the 21st day of September, 2004.

Smt. K. SUVARCHALA, Chairman-cum-Presiding Officer.

APPENDIX OF EVIDENCE

Witnesses-examined

For Workman :— Nil For Management :—

Nil Nil

EXHIBITS

For Workman :—

Ex. W-1 dt. 19-11-2002 Enquiry proceedings, xer. copy.
Ex. W-2 dt. — Enquiry report, xer. copy.
Ex. W-3 dt. 27-5-2003 Show-cause notice.
Ex. W-4 dt. 6-6-2003 Reply to show-cause notice.
Ex. W-5 dt. 11-11-2003 Dismissal order, xer. copy.

For Management :—

Ex. M-1 dt. 15-2-2002 Charge-sheet.
Ex. M-2 dt. 21-7-2002/ 15-11-2002 Enquiry notices.
Ex. M-3 dt. — Enquiry proceedings.
Ex. M-4 dt. — Enquiry report.
Ex. M-5 dt. 27-5-2003 Show-cause notice, with acknowledgement.
Ex. M-6 dt. 6-6-2003 Reply to show-cause notice.
Ex. M-7 dt. 9-7-2003 Representation of petitioner.
Ex. M-8 dt. 11-11-2003 Dismissal order.
Ex. M-9 dt. 17-11-2003 Office-order.

नई दिल्ली, 11 अक्टूबर, 2004

का.आ. 2802.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 93/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2004 को प्राप्त हुआ था।

[सं० एल.-12012/129/2002-आई.आर. (बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 11th October, 2004

S.O. 2802.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 93/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the industrial dispute between the management of Indian Bank and their workmen, received by the Central Government on 11-10-2004.

[No. L-12012/129/2002-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LANBOUR COURT, CHENNAI

Thursday, the 12th August, 2004

PRESENT:

K. Jayaraman, Presiding Officer

INDUSTRIAL DISPUTE NO. 93/2002

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their workmen)

BETWEEN:

Smt. K. Kanagavalli : I Party/Petitioner

AND

The General Manager, : II Party/Respondent

Indian Bank, H.O., Chennai

APPEARANCE:

For the Petitioner : Mr. W.T. Prabhakar,
Advocate.

For the Management : M/s. Aiyar and
Dolia, Advocate.

AWARD

The Central Government, Ministry of Labour vide Order No. L-12012/129/2002-IR(B-II) dated 24-9-2002 has

referred the following dispute to this Tribunal for adjudication:—

"Whether the action of the Indian Bank in dismissing the services of Smt. K. Kanagavalli w.e.f. 1-2-1999 is legal and justified? If not, what relief she is entitled to?"

2. After the receipt of the reference, it was taken on file as I. D. No. 93/2002 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations in the Claim Statement of the Petitioner are briefly as follows:

The Petitioner joined the services of the Respondent/Bank on 26-4-1985 and she was working as Clerk/Shroff in the Lawley Road branch of the Respondent/Bank in Coimbatore. The Petitioner was an active trade union member and she was representing the women's wing. While so, with an ulterior motive the Respondent/Management issued two charge sheets dated 28-11-97 and 6-1-98. The Respondent/Bank has stage managed to obtain a kind of statement from the customers of the bank on the same day and issued the charge sheets. The Petitioner could not recover from the shock which ultimately resulted in her sickness and only due to this reason, she could not give any reply to the charge sheet and to show cause notice. The Petitioner has sent so many reminders about her sickness and pleaded to adjourn the proceedings. Taking advantage of the Petitioner's absence an ex-parte enquiry was conducted on the so called charges. The Enquiry Officer with a biased attitude had permitted the Presenting Officer to produce some documents and marked them as exhibits. The attitude of the Enquiry Officer shows his perverse intention and his biased attitude which ultimately resulted in denial of legitimate right of the Petitioner which is nothing but a clear violation of principles of natural justice. Based on the ex-parte enquiry and with a perverse intention, the Enquiry Officer submitted his report dated 22-12-98 holding the Petitioner guilty of all the charges levelled against her. The Petitioner right from the beginning was kept under tremendous pressure and was also threatened with criminal actions. On 7-8-97, she was not allowed to go home and a letter dated 8-8-97 was forcibly obtained by the Service Manager from the Petitioner undertaking to remit the balance amount. Further, on 16-8-97 the Zonal Manager along with the Senior Manager compelled the Petitioner to sign a typed letter in which the Zonal Manager has stated as if the Petitioner was stating that she had not accounted for a total amount of Rs. 1,26,500. In view of the constant pressure and threat of criminal action, the Petitioner and her husband and her relatives had to remit a sum of Rs. 2,00,000. The appeal and mercy petition preferred by the Petitioner were submitted only

under these circumstances of coercion. The management in total had not considered the past record of the Petitioner before imposing the punishment of dismissal. Therefore, the charges are only foisted against the Petitioner following which a farce enquiry was conducted without giving the Petitioner an opportunity to defend herself which is against the principles of natural justice. The Enquiry Officer was biased and give an improper findings. The Disciplinary Authority and Appellate Authority had acted illegally and also biased with total perverse intention, confirmed the order of punishment against the Petitioner. Hence, the Petitioner prays that an award may be passed to reinstate her in service with attendant benefits and consequential relief.

4. As against this, the Respondent in its Counter Statement contended that while the Petitioner was working in Lawley Road branch at Coimbatore during 13-3-97 to 29-7-97 on 14 occasions, she had indulged in defrauding the bank and customers by committing fraud and forgery in various S.B. accounts and derived undue pecuniary gains at the cost of the bank and the total amount thus misappropriated was aggregated to Rs. 1,71,500. Therefore, the Petitioner was placed under suspension pending disciplinary enquiry by the Disciplinary Authority on 8-8-97. A show cause notice was issued on 13-9-97 to the Petitioner calling upon her to explain as to why disciplinary action should not be taken against her. But, even after two months, she has not submitted her reply and therefore, 14 charges were levelled against her. Further, on 4-11-97 she was issued with another show cause notice and charge sheet dated 6-1-98. As the Petitioner has not submitted any reply for the above charge sheet, even after adequate opportunity was given to her, a domestic enquiry was ordered to be conducted in respect of both the charge sheets. In spite of enough opportunities to defend herself in the enquiry proceedings either by herself or through any representative, the charge sheeted employee did not attend the enquiry and hence the Enquiry Officer proceeded with any conducted the enquiry ex-parte. In the departmental enquiry on the side of the Respondent/Management, 26 witnesses were examined and 96 documents were marked and he has given the finding on 22-12-98 based upon the evidence oral and documentary. The 2nd show cause notice was issued on 4-1-99 calling upon the Petitioner as to why the proposed punishment of dismissal should not be imposed on her. The Petitioner gave her reply dated 18-1-99 wherein she has clearly stated that she did not defend herself on the enquiry only to prove with the intrinsic honesty to accept the truth. Further, even before the Appellate Authority, she has admitted her guilt by stating that though certain lapses were committed by her she whole heartedly accept the truth and that is why she did not defend herself for through any

representative. The Petitioner was personally heard by Appellate Authority and even in the personal hearing, the Petitioner submitted that she had done the acts due to certain compulsions and remitted the amount due to the bank and prayed for clemency. Therefore, in these circumstances, it cannot be said that the enquiry conducted against the Petitioner was farce. Since the misconduct committed by the Petitioner came to light during August, 1997, she was charge sheeted and it was not after issuance of show cause notice dated 13-9-97. The bank has obtained the complaints from the depositors. The Petitioner having clearly admitted the charges levelled against her, has no right whatsoever now to challenge the order of dismissal. The domestic enquiry was conducted in full conformity with the principles of natural justice and adequate opportunity was given to the Petitioner to attend the enquiry proceedings and at her request only the enquiry was adjourned many times namely 8-1-98, 29-1-98, 13-2-98, 16-3-98, 16-4-98 and 6-5-98. Since the Petitioners did not attend the enquiry proceedings on 6-5-98, the enquiry officer proceeded with and conducted the ex-parte enquiry on seven days and the copies of each day's proceedings were sent to the Petitioner notifying the adjourned date. If really, the Petitioner has got any grievance she should have appeared before the Enquiry Officer and conducted the enquiry. Therefore, it is quite unfair on the part of the Petitioner now to allege that the domestic proceedings were in violation of principles of natural justice. Since the misconduct committed by the Petitioner are very grave and demonstrate her dishonesty and lack of integrity, the Respondent/Bank has rightly imposed the punishment on the Petitioner. The punishment imposed on the Petitioner is commensurate with the proved acts of misconduct based on the findings arrived at after conducting the fair and proper enquiry adhering to all the principles of natural justice. Even in the admission, she has admitted that she was given an opportunity to participate in the enquiry but she refrained from participating in the departmental enquiry for the reasons best known to her. In any event, if the Tribunal holds that the enquiry is not fair and proper and/or the findings of the Enquiry Officer are perverse, the Respondent/Bank craves the leave of this Tribunal to lead/adduce evidence before this Tribunal to substantiate the charges levelled against the Petitioner. Hence, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my determination are—

- (i) "Whether the action of the Respondent/Bank in dismissing the services of the Petitioner w.e.f. 1-2-99 is legal and justified?"
- (ii) "to what relief she is entitled?"

Point No. 1—

6. It is admitted case of both sides that the Petitioner who was working as clerk/shroff in Lawley Road branch of the Respondent/Bank at Coimbatore from 26-3-86 till she was placed under suspension on 8-8-97. It is also admitted that the first chargesheet was issued on her on 28-11-97 and the 2nd chargesheet was issued on 6-1-98. As a whole, 15 charges were framed against her and a domestic enquiry was also ordered against her and in that enquiry, the Petitioner has not participated even after several notices and the Enquiry Officer has submitted his report on 22-12-98 holding the Petitioner guilty of all the charges levelled against her and subsequently the Disciplinary Authority passed an order dated 1-2-99 imposing the punishment of dismissal and subsequently, the Appellate Authority also confirmed the said order on 23-4-99. The Petitioner was not examined in this case, but she has marked a copy of industrial dispute raised before the Assistant Labour Commissioner (Central) as Ex. W1. On the other hand, on the side of the Respondent/Management one Mr. M. Ramasamy, who was working as Senior Manager of the Respondent/Management as well as the Enquiry Officer in this case, was examined as MW1 and on the side of the Respondent Ex.M1 to M56 were marked.

7. On behalf of the Petitioner, it is argued that on 6-5-98 the Enquiry Officer without waiting for Petitioner, proceeded with *ex-parte* enquiry and further instead of marking the documents through witnesses, the Enquiry Officer voluntarily marked the documents as exhibits, this attitude of the Enquiry Officer is biased, thus, the Enquiry Officer with a pre-conceived notion has pre-determined that the Petitioner has committed misconduct as alleged by the chargesheet and the Enquiry Officer has given a false report without any valid proof. The Disciplinary Authority and Appellate Authority ought not to have relied upon the Enquiry Officer's report. Without knowing the Petitioner's stand and without allowing the witnesses to be cross-examined, the enquiry report cannot be relied on because it is one sided. Further, the learned counsel for the Petitioner argued that for charges 1 to 14 the findings of the Enquiry Officer are totally on conjectures and surmises. Further, even though 26 witnesses were alleged to have been examined, none of them were cross-examined by the Petitioner and therefore, they are one sided. Even before the enquiry Ex. ME 79 and 81 were relied on by the Enquiry Officer, those confessional statements were obtained only through coercion and force and therefore, the Enquiry Officer ought not to have relied on these documents as they were obtained by coercion undue influence and force. Therefore, the so called acceptance as stated in ME 79 into Enquiry does not bind the Petitioner. Therefore, the findings of the Enquiry Officer and the orders of Disciplinary Authority and Appellate Authority are prejudiced and one sided.

The Disciplinary Authority and Appellate Authority with an ulterior motive and out of non-application of mind have erred in confirming the Enquiry Officer's report. In fact, the statement of some of the witnesses are contradictory to each other and the Enquiry Officer has not properly appreciated the evidence and the Enquiry Officer has come to a wrong conclusion that the Petitioner has committed the misconduct. All the witnesses' statements are totally one sided and it cannot be relied on. Even though the Enquiry officer has discussed the evidences of all the witnesses, he has relied only on the confessional statements alleged to have been made by the Petitioner and he has held that the charges framed against the Petitioner have been proved. Therefore, the Enquiry Officer has erred in holding that the Petitioner guilty of the charges and based on his baseless findings, the Disciplinary Authority and appellate Authority have come to a wrong conclusion in holding the Petitioner guilty. As per 1971 2 SCC 617 BAREILLY ELECTRICITY SUPPLY CO. LTD. Vs. WORKMEN AND OTHERS, the Supreme Court has held that "*it is principles of natural justice that no evidence can be relied on unless and until they are subject to cross-examination*" and the present dispute in this case is quite similar to the above cited case. In the present case, evidence against the Petitioner was not subjected to cross-examination, therefore, the veracity of the statements given against the Petitioner was not tested. Under the settled provisions of law, such and *ex-parte* evidence will not bind the Petitioner. Further, in 1960 11 LLJ 175 NATIONAL TOBACCO COMPANY OF INDIA LTD. AND OTHERS Vs. FORTH INDUSTRIAL TRIBUNAL AND OTHERS, the High Court of Calcutta has held that "*inference can be drawn with regard to victimisation, if a person is actively participating in a trade union*". In this case, the Petitioner belongs to a socially oppressed community (SC) and she was an active member of trade union and therefore, the Respondent/Management has taken a vindictive attitude and victimised the Petitioner awarding economic death to the Petitioner. Therefore, the alleged findings given by the Enquiry Officer that the charges of misconduct have been proved is not valid and relying on the findings of the Enquiry Officer, the orders passed by the Disciplinary Authority and also the Appellate Authority are not valid in law, therefore, the same are required to be set aside by this Tribunal.

8. But, as against this, the learned counsel for the Respondent argued that Principles of natural justice require that notice of a proposed enquiry to be held should be given to the concern person and they do not require even after giving such notice, if the concerned workman remains absent, the enquiry should not be held in his absence. In this case, the enquiry date was informed to the Petitioner on 8-1-98, and at the request of the Petitioner through a telegram, enquiry was adjourned to 13-2-98. On 13-2-98 the Petitioner sent another telegram to adjourn the enquiry

on health grounds, even though it was advised to the Petitioner not to avoid enquiry by raising repeated plea of sickness without producing a valid medical certificate to show that she was really sick; however, as a final chance the enquiry was adjourned to 16-3-98. On that day, the Petitioner was present before the Enquiry Officer and requested for postponement of enquiry on the ground that the defence representative is not available and sought for an adjournment. At the request of the Petitioner, again the enquiry was adjourned to 16-4-98. On that day, neither the Petitioner present nor has sent any communication and as a final chance the domestic enquiry was adjourned to 6-5-98. About the postponement of enquiry to 6-5-98 was also duly informed. Further, since the Petitioner was not present at enquiry on 6-5-98, the enquiry was conducted setting the petitioner *ex-parte*. Subsequently, the enquiry was conducted on seven days namely 6-5-98, 21-5-98, 11-6-98, 23-6-98, 10-7-98, 11-7-98 and 13-7-98. On 10-6-98, the Petitioner called on the Enquiry Officer and requested for postponement of enquiry to 11-6-98. But, on 11-6-98 she did not attend the enquiry. Further, during the course of proceedings true copies of documents were marked in the enquiry and the same were sent to the Petitioner with minutes of proceedings and she was also informed about the adjourned dates. It was open to her to participate in the enquiry at any stage and to cross-examine the Respondent witnesses and if she wants to recall any witness, she should have requested the Enquiry Officer to recall the said witness. Therefore, at this later stage she cannot be heard to contend that the enquiry was not conducted in a proper manner and she was set *ex-parte*.

9. Though the Petitioner alleged that letters dated 8-8-97 and 16-8-97 were obtained by force and coercion, it was not alleged before the Enquiry Officer or Disciplinary Authority or before the Appellate Authority. If really, these confessional letters must have been obtained by coercion, undue influence or by force as alleged by her, she would have been issued a notice or given a complaint before the Disciplinary Authority. But she has not done any thing in that respect. On the other hand, after the 2nd show-cause notice before the Disciplinary Authority she has given a representation on 18-1-99 and in that letter she mentioned the very fact that she did not defend herself in the enquiry amply evidences her intrinsic honesty to accept the truth. Further, she alleged that she wholeheartedly accepted the truth and therefore, she has not participated in the enquiry. Even subsequent to that before the Appellate Authority, on 11-3-99 she has made a representation and admitted that an *ex-parte* enquiry was conducted and she did not defend herself or through any representative because she sincerely felt that she committed the lapses. However, she had made good the amounts mentioned in the chargesheet and not a pie loss was suffered by the bank. Under such circumstances, even assuming without conceding that letters on 8-8-97 and 16-8-97 were obtained by force, coercion as

alleged by her, she need not have given a representation to the Disciplinary Authority or to the Appellate Authority that she had wholeheartedly admitted the charges framed against her and she has paid the amount mentioned in the chargesheet. Therefore, the allegation that these letters ME 79 and 81 were obtained by undue influence, coercion is made only an afterthought before this Tribunal, therefore, I am fully accepting the arguments of the learned counsel for the Respondent. Though the Petitioner alleged that enquiry conducted by the Respondent/Management is *ex-parte* enquiry, I find the Petitioner want only has not participated even in spite of enough opportunity being given and therefore, the Enquiry Officer had no other alternative than to proceed with the enquiry *ex-parte*, hence, it cannot be said that the Respondent denied sufficient opportunity to the Petitioner. But, on the other hand, she admitted her lapses pointed out in the chargesheet and only on that basis she deliberately remained absent in the enquiry. Therefore, when the Petitioner herself has accepted the contents of the chargesheet as stated in the representation, I think it is not open to her to falsely allege before this Tribunal that she was coerced to give such letters namely ME 79 and 81. As I have already stated, if really she was coerced to give these letters and the explanation dated 18-1-99, she would have immediately written to the Disciplinary Authority or the Appellate Authority stating that she was coerced to give such explanation and further she would not have represented before the Appellate Authority as she did not defend herself or through any representative only because she sincerely felt that she has committed the lapses. therefore, I am of the clear opinion that the allegation of coercion and undue influence is false and untrue. Therefore, I find the contention of the Petitioner that the findings of the Enquiry Officer is totally biased and also perverse is not true and made only with a view to prejudice the mind of this Tribunal.

10. In this case from the charges against the Petitioner, it is clear that she has misappropriated more than Rs. 2.00 lakhs from the Respondent/Bank and she has also repaid the amount. It is also well settled that in awarding the punishment by way of disciplinary action, the authority concerned shall take into account the gravity of the misconduct, previous record of the employee and any other aggravating or extenuating circumstances that may exist, where sufficiently extenuating circumstances do not exist misconduct may be condoned and in case of such misconduct is of gross type, he should be given a major punishment and in such case, punishment shall not be deemed to be grave. In this case, the Petitioner has committed fraudulent acts and exhibited dishonest conduct by misappropriating the customers's money, thus bringing disrepute to the institution in which she was employed. It is not too much to ask for any employer to expect his workmen to maintain minimum standards of integrity which

in fact is being maintained by vast majority of the workmen. The misconduct committed by the Petitioner is not to be condoned for mere asking. Rewarding fraudulent and dishonest conduct amounting to grave misconduct by reinstatement and award of back wages is to mock at the integrity and honesty of the vast majority of workmen who are honest, diligence and law abiding. Further, the Supreme Court and High Court held in several decisions that Sympathy cannot be a ground for invalidating the dismissal when such sympathy is totally misplaced and where acts committed are grave innature. Therefore, I find this point against the Petitioner.

Point No. 2.—

The next point to be decided in this case is to what relief the Petitioner is entitled?

11. In view of may foregoing findings that the action of the Respondent/Bank in dismissing the services of the Petitioner is legal and justified, I find the Petitioner is not entitled to any relief. No. Costs.

12. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open Court on this day the 12th August, 2004.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the I Party/Workman : None

For the II Party/ : MW1 Sri M. Ramaswamy
Management

Documents Marked :

For the I Party/Workman :

Ex. No.	Date	Description
M1	08-08-97	Xerox copy of the suspension order
M2	13-09-97	Xerox copy of the show cause notice
M3	28-11-97	Xerox copy of the copy of charge sheet
M4	15-12-97	Xerox copy of the corrected charge sheet
M5	04-11-97	Xerox copy of the show cause notice-additonal
M6	06-01-98	Xerox copy of the additonal charge sheet
M7	Nil	Xerox copy of the enquiry proceedings.
M8	22-02-98	Xerox copy of the Enquiry Officer's findings
M9	04-01-99	Xerox copy of the 2nd show cause notice
M10	18-01-99	Xerox copy of the reply given by Petitioner

M11	01-02-99	Xerox copy of the order of Disciplinary Authority
M12	01-03-99	Xerox copy of the appeal preferred by Petitioner to Appellate Authority
M13	23-04-99	Xerox copy of the order of Appellate Authority
M14	20-12-97	Xerox copy of the intimation of enquiry sent to Petitioner
M15	07-01-98	Xerox copy of the letter of Petitioner to Respondent
M16	07-01-98	Xerox copy of the telegram sent by Petitioner
M17	10-01-98	Xerox copy of the intimation of enquiry to Petitioner
M18	10-01-98	Postal acknowledgement
M19	29-01-98	Xerox copy of the intimation of enquiry to Petitioner
M20	31-01-98	Extract of despatch register
M21	24-02-98	Xerox copy of the intimation of enquiry to Petitioner
M22	27-02-98	Extract of despatch register
M23	20-04-98	Xerox copy of the intimation of enquiry to Petitioner
M24	22-04-98	Extract of despatch register
M25	11-05-98	Xerox copy of the letter of Respondent enclosing Enquiry proceedings to Petitioner
M26	22-05-98	Xerox copy of the letter of Respondent enclosing Enquiry proceedings to Petitioner
M27	29-05-98	Xerox copy of the intimation of enquiry to Petitioner
M28	11-06-98	Xerox copy of the intimation of enquiry to Petitioner
M29	24-06-98	Xerox copy of the intimation of enquiry to Petitioner
M30	30-06-98	Extract of despatch register
M31	14-07-98	Xerox copy of the letter of Respondent enclosing Enquiry proceedings to Petitioner
M32	Nil	Postal acknowledgement dt. 21/7, 20/10, 28/10 & 31/10/98
M33	21-07-98	Extract of despatch register
M34	16-10-98	Xerox copy of the letter to Petitioner from Respondent

M35	23-09-98	Xerox copy of the letter to Respondent to Petitioner
M36	20-10-98	Extract of despatch register
M37	27-10-98	Xerox copy of the letter to Respondent to Petitioner
M38	28-10-98	Extract of despatch register
M39	30-10-98	Xerox copy of the letter to Respondent to Petitioner
M40	31-10-98	Extract of despatch register
M41	08-01-99	Postal acknowledgement
M42	22-12-97	Xerox copy of the postal acknowledgement for Intimation of enquiry.
M43	12-01-98	Xerox copy of the postal acknowledgement for Intimation of enquiry.
M44	03-02-98	Xerox copy of the postal acknowledgement for Intimation of enquiry.
M45	28-01-98	Xerox copy of the telegram sent by Petitioner
M46	12-02-98	Xerox copy of the telegram sent by Petitioner
M47	23-04-98	Xerox copy of the postal acknowledgement for Intimation of enquiry.
M48	01-06-98	Xerox copy of the postal acknowledgement for Intimation of enquiry.
M49	15-06-98	Xerox copy of the postal acknowledgement for Intimation of enquiry.
M50	10-06-98	Xerox copy of the letter from Petitioner to Respondent
M51	01-07-98	Xerox copy of the postal acknowledgement for Intimation of enquiry.
M52	22-07-98	Xerox copy of the postal acknowledgement for Intimation to Petitioner enclosing enquiry proceedings
M53	21-10-98	Xerox copy of the postal acknowledgement for for letter to Petitioner
M54	29-10-98	Xerox copy of the postal acknowledgement for letter to Petitioner
M55	02-11-98	Xerox copy of the postal acknowledgement for letter to Petitioner

M56 30-10-98 Xerox copy of the letter from Petitioner to Respondent

नई दिल्ली, 11 अक्टूबर, 2004

का.आ. 2803.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएण्टल इश्यूरेन्स कं. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 61/2002 और 12/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2004 को प्राप्त हुआ था।

[सं० एल.17011/9/2002-आई.आर. (बी. II)]

[सं० एल.17011/10/2002-आई.आर. (बी. II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 11th October, 2004

S.O. 2803.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 61/2002 & 12/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure. in the Industrial Dispute between the management of Oriental Insurance Co. Ltd. and their workmen, received by the Central Government on 11-10-2004

[No. L-17011/9/2002-IR(B-II)]

[No. L-17011/10/2002-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Wednesday, the 10th March, 2004

PRESENT : K. JAYARAMAN, Presiding Officer

INDUSTRIAL DISPUTE Nos. 61/2002 & 12/2003

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Oriental Insurance Co. Ltd. and their workmen)

BETWEEN

The General Secretary, I Party/Claimants
General Insurance Employees'
Union, Chennai.

AND

The Regional Manager,
Oriental Insurance Co. Ltd.,
Chennai.

II Party/Management

Appearance :

For the Claimants : Mr. K. Ramani,
& Ms. Pushpa Ramani
Advocates

For the Management : M/s. P. Sukumar,
K.C. Krishnamoorthy,
& W.S. Jayaprakash,
Advocates

AWARD

I.D. No. 61/2002 :

The Central Government, Ministry of Labour vide Order No. L-17011/9/2002-IR(B-II) dated 07-07-2002 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Oriental Insurance Co. Ltd. in stopping family pension to Smt. K. Patchiammal, wife of late M. Kaliappan is justified? If not, what relief is she entitled to?”

2. After the receipt of the reference, the dispute was taken on file as I. D. No. 61/2002 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations in the Claim Statement in respect of I.D. No. 61/2002 of the Petitioner Union are briefly as follows :

The Petitioner Union espousing the cause of Smt. K. Patchiammal, W/o late M. Kaliappan, the deceased employee of the Respondent company in the matter of her eligibility for the family pension. The General Insurance (Employees) Pension Scheme, 1995 was introduced with retrospective effect from 1-11-1993 to benefit all the employees of General Insurance Companies/subsidiary companies. The provident fund accrued in the case of every employee comprise of contribution of the employer and deductions from the salary of employee. The pension is payable only on the employee forgoing the contribution which had to be remitted by the employer to the Provident Fund to the credit of the employee. Only on the promise of the Respondent that the pension would be paid to the employee on his forgoing contributory Provident Fund both accrued till then and future contribution as well to pension fund. A section of the employees comprise of ex-servicemen who were taken in service appointed for rehabilitation. The said scheme also provides for payment of family pension to the eligible dependents in the event of death of the pensioner. Sri M. Kaliappan joined the Oriental Insurance Company Ltd. as sub-staff on 22-3-93 at its

Udumalaipet branch. At that time, he had put in more than 15 years of service in armed forces. Mr. Kaliappan exercised his option and elected to be a beneficiary of the pension scheme, foregoing the management's contribution towards Provident Fund both accrued and future contributions as well. Mr. Kaliappan died in a road accident on 13-6-97 and his wife Smt. Patchiammal, applied to Respondent for payment of family pension as provided in chapter VII of the said pension scheme. The Respondent denied the eligibility of Mrs. Patchiammal, on the ground that her husband Mr. Kaliappan would be entitled for pension from Respondent company only upon surrender of the military pension and advised the applicant to opt between military pension and family pension from the Respondent company. Para 24 of Chapter IV of the General Insurance (Employees) Pension Scheme, 1995 is manifestly clear that military services and military pension are independent in nature and that they are kept outside the purview of the General Insurance (Employees) Pension Scheme, 1995. It is only an enabling provision to facilitate the re-employed ex-servicemen to continue to draw military pension regardless of whether they opted for Contributory provident Fund or Pension. When the military service and military pension did not stand in the way of re-employed ex-servicemen in General Insurance Corporation/subsidiary companies drawing pension on their retirement from services of General Insurance Corporation/subsidiary companies, therefore, both logical and equitable that military service and military pension of the re-employed ex-serviceman in General Insurance Corporation/subsidiary companies shall not prejudice the right of the dependent of a deceased employee to claim and enjoy family pension from the company. therefore, the action of the Respondent company directing the wife of the deceased employee to choose either the military pension or the pension of the Respondent company is totally unjustified and illegal. When the military service is not reckoned to determine the qualifying service for pension in General Insurance Corporation/subsidiary companies, both the pensions namely military service pension and civil pension flow concurrently. Further, when Mr. Kaliappan had already opted for pension scheme consenting to forgo CPF and therefore, denying payment of a family pension by the Respondent which flows from pension to the wife of deceased employee is incorrect and not sustainable in law and equity. The provisions of Central Civil Service (Pension) Rules, 1972 are not applicable to this case as there is an express provision in the General Insurance (Employees) Pension Scheme, 1995 and the scheme shall prevail over the earlier Central Civil Service (Pension) Rule, 1972 in so far as it concerns the employees of the General Insurance Corporation and its subsidiaries. The Respondent is estopped from denying the payment of family pension after appropriating its contribution to the Provident Fund on the assurance of payment of family pension and such an act would also tantamount to unlawful enrichment by the Respondent company. The

payment of military pension flows from the Central Govt. coffer and the pension flows from contribution to be made by GIC companies for the employees towards Provident Fund. Therefore, the Petitioner Union prays that an Award may be passed in the favour of Mrs. K. Patchiammal as prayed for with costs.

4. As against this, the Respondent in its Counter Statement alleged that since Smt. K. Patchiammal is not an employee of the Respondent company, it is not open to the Petitioner Union to invoke the jurisdiction of this Tribunal by espousing the cause of a non-member of the union as the Industrial Disputes Act, 1947 does not envisage redressal of grievances who not employees. The deceased employee Mr. M. Kaliappan opted for pension scheme and accordingly and he and his family are governed by the provisions of pension scheme. The relevant provisions of pension scheme in respect of ex-servicemen employees of the company is contained in para 24 of pension scheme which deals with counting of qualifying service for pension in respect of employees who have rendered military service. Chapter VII of pension scheme deals with eligibility of family pension in general. However, the pension scheme is silent about the eligibility of family pension from more than one source at a time which is the case of the claimant in this petition. In terms of para 55 of the pension scheme, all matters relating to pension, family pension in respect of which no express provision is made in the pension scheme, the Central civil Service (Pension) Rules, 1972 shall apply and therefore, the eligibility of family pension in respect of families of ex-servicemen employees of the Respondent company shall be as per corresponding provisions under the Central Civil service (Pension) Rules, 1972. The corresponding pension in the Central Civil service (Pension) Rules, 1972 says a military pensioner, who on retirement from military service is re-employed in civil service or a post before attaining the age of superannuation, shall for the purpose of eligibility for family pension be governed as follow:—

- (i) If he dies while holding a civil post, his family shall be allowed to opt for the family pension admissible under this rule or any other rules authorised at the time of his retirement/discharge from military service, whichever is more advantageous to the family;
- (ii) If he retires from civil re-employment after becoming eligible for pension therefore, he shall exercise an option at the time of applying for pension from civil service either to be governed by the family pension under the scheme or to avail family pension from military.

Therefore, as per provisions of Central Civil Services (Pension) Rules, 1972 the family of any employee, who is re-employed in civil post after discharge from military is

eligible for family pension only from one source at a time which the family opts for and only for this reason, the Respondent company advised the claimants to opt for family pension either from military source or from the Respondent company. It is not true that the Respondent company promised that pension would be paid to the employee on his forgoing contributory provident fund irrespective of notwithstanding the provisions of pension scheme. The benefits of ex-servicemen are granted by Government of India and such benefits cannot viewed in isolation but are to be viewed in totality. The Government of India which has allowed the benefit of drawing military pension even after employment in civil service has stipulated vide Rule 54 of Central Civil Service (Pension) Rules, 1972 that the family pension shall not be granted to a person who is already in receipt of family pension from military. Allowing the claimant to draw pension from the military and Respondent company would amount to allowing the family to receive double benefit to the family pension on the same basic pay. This view has already been confirmed by the Defence Pension Disbursement Officer vide order 3-6-97 that the family of deceased ex-serviceman is eligible to draw family pension from one source at a time. It is futile to contend that military pension and military service does not stand in the way of ex-servicemen to draw military pension after re-employment. Grant of pension is a welfare scheme and pension to family is to reduce hardship to the family on the demise of employee and such pension is not a legacy left by the employee for the family to bequeath in the same form the employee was entitled. The Respondent has not denied the family pension to the claimant but the claimant was only advised to opt between family pension from military service and family pension of the Respondent company in accordance with provisions of Rule 54 of Central Civil Service (Pension) Rules, 1972. Therefore, the Respondent prays that the claim may be dismissed with costs.

5. Again, in the additional Counter Statement the Respondent alleged that the claimant namely K. Pachiammal was appointed in the Respondent company on compassionate grounds and she has now working as full time sweeper drawing salary of Rs. 4215/-. The said appointment was given after introduction of pension scheme. Hence, he prays that the claim may be dismissed with costs.

6. As against this, the Petitioner Union filed a reply statement stating that in this case the workman was made to believe that family pension would be paid to his hers when he foregoes payment of employers contribution to the Provident Fund. When the offer is accepted and acted upon by both parties, the payment of family pension is denied. Therefore, the Respondent is legally obligated under an independent contractual obligation created by the said pension scheme and which was acted upon by the

employer and employee. Under such circumstances, non-payment, denial and withholding of employer's contribution to the Provident Fund is a cognisable offence punishable under law. Therefore, the eligibility and payment is governed only by the said scheme and the provisions of Central Civil Service (Pension) Rules, 1972 as quoted has no application. Further, there is no ratio decidendi to prohibit payment of family pension to the beneficiary of the family pension when she is taken in service on compassionate grounds.

7. For which, the II Party/Management filed an additional Counter Statement, wherein it is stated that it is false to state that this Respondent made the workmen to believe that family pension would be paid to heirs when he foregoes payment of employees contribution to Provident Fund. It is only at the volition of employees that they opted either for pension or Employees Provident Fund. The scheme under para 55 clearly stipulates that all matters relating to pension/family pension where there are no specific provision in pension scheme, the Central Civil Service (Pension) Rules, 1972 shall apply. Therefore, the eligibility of family pension in respect of the families of ex-servicemen employees in these cases shall be as per corresponding provision under the Central Civil Service (Pension) Rules, 1972. Further, the 2nd proviso in the above rule exempts only family pension admissible under employees pension scheme, 1995. The family pension scheme 1971 framed under Employees Provident Fund and Miscellaneous Provisions Act, 1952. The Employees Provident Fund is not applicable to the Respondent company as per the said Act. Further, under the pension scheme, only the Chairman and Managing Director is the authority to issue instructions for implementation of pension scheme. Therefore, clarificatory letter dated 7-8-98 referred to in reply statement issued by General Insurance Corporation is not binding on this Respondent company. Hence, for all these reasons the claim of the Petitioners may be dismissed with costs.

8. Under these circumstances, the points for my consideration are—

- (i) "Whether the action of the Respondent/Management in stopping family pension to Smt. K. Pachiammal, wife of late M. Kaliappan is justified?"
- (ii) "To what relief she is entitled?"

I.D. No. 12/2003 :—

9. The Central Government, Ministry of Labour vide Order No. L-1701 1/10/2002-IR(B-II) dated 07-11-2002 has referred the following disputes respectively to this Tribunal for adjudication :—

"Whether the action of the management of Oriental Insurance Co. Ltd., in stopping family pension to Smt. S. Mallika, wife of late Sundararajan is justified? If not, what relief is she entitled to?"

10. After the receipt of the reference, the dispute was taken on file as I.D. No. 12/2003 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

11. The allegations in the Claim Statement in respect of I.D. No. 12/2003 of the Petitioner Union are briefly as follows :—

The Petitioner Union espousing the cause of Smt. S. Mallika, W/o. late Sundararajan, the deceased employee of the Respondent company in the matter of her eligibility for the family pension. The General Insurance (Employees) Pension Scheme, 1995 was introduced with retrospective effect from 1-11-1993 to benefit all the employees of General Insurance Companies/subsidiary companies. The provident fund accrued in the case of every employee comprise of contribution of the employer and deductions from the salary of employee. The pension is payable only on the employee forgoing the contribution which had to be remitted by the employer to the Provident Fund to the credit of the employee. Only on the promise of the Respondent that the pension would be paid to the employee on his foregoing Contributory Provident fund both accrued till then and future contribution as well to the pension fund. A section of the employees comprise of ex-servicemen who were taken in service appointed for rehabilitation. The said scheme also provides for payment of family pension to the eligible dependents in the event of death of the pensioner. Sri C. Sundararajan joined the Oriental Insurance Co. Ltd. as sub-staff on 11-7-85 and at the time of joining Mr. C. Sundararajan had put in more than 15 years of service in the armed forces. Sri C. Sundararajan died in a road accident in 1992 and the wife of the deceased Mrs. S. Mallika was taken in employment on compassionate grounds. Upon introduction of the General Insurance Employees Pension Scheme, 1995, Smt. S. Mallika exercised her option and elected to be a beneficiary of pension scheme and therefore, as prescribed in the pension scheme, she refunded the prescribed interest a sum of Rs. 16,995 being the employer's contribution towards provident fund stood in the credit of Sri C. Sundararajan and opted for payment of the family pension as provided in Chapter VII of the said pension scheme. The Respondent started paying the family pension from 1-11-93. Further the management purchase the Annuity policy from LIC of India on behalf of the Respondent company and was making regular pension payment till July, 1998 subsequently stopped paying presumbaly on the advise of the Respondent and the Respondent from the month of August, 1998 withdraw the benefit of family pension to

Mrs. S. Mallika on the ground that she must opt between military family pension and family pension and called upon her to refund the military family pension or family pension paid by the Respondent. Para 24 of Chapter IV of The General Insurance (Employees) Pension Scheme, 1995 is manifestly clear that military service and military pension are independent in nature and that they are kept outside the purview of the General Insurance (Employees) Pension Scheme, 1995. It is only an enabling provision to facilitate the re-employed ex-servicemen to continue to draw military pension regardless of whether they opted for Contributory Provident Fund or Pension. When the military service and military pension did not stand in the way of re-employed ex-servicemen in General Insurance Corporation/subsidiary companies drawing pension on their retirement from services of General Insurance Corporation/subsidiary companies therefore, both logical and equitable that military service and military pension of the re-employed ex-servicemen in General Insurance Corporation/subsidiary companies shall not prejudice the right of the dependant of a deceased employee to claim and enjoy family pension from the company. Therefore, the action of the Respondent company directing the wife of the deceased employee to choose either the military pension or the pension of the Respondent company is totally unjustified and illegal. When the military service is not reckoned to determine the qualifying service for pension in General Insurance Corporation/Subsidiary Companies, both the pensions namely military service pension and civil pension flow concurrently. Further, when Mr. Sundararajan had already opted for pension scheme consenting to forego CPF and therefore, denying payment of family pension by the Respondent which flows from pension to the wife of deceased employee is incorrect and not sustainable in law and equity. The provisions of Central Civil Service (Pension) Rules, 1972 are not applicable to this case as there is an express provision in the General Insurance (Employees) Pension Scheme, 1995 and the scheme shall prevail over the earlier Central Civil Service (Pension) Rules, 1972 in so far as it concerns the employees of the General Insurance Corporation and its subsidiaries. The Respondent is estopped from denying the payment of family pension after appropriating its contribution to the Provident Fund on the assurance of payment of family pension and such an act would also tantamount to unlawful enrichment by the Respondent company. The payment of military pension flows from the Central Govt. coffer and the pension flows from contribution to be made by GIC companies for the employees towards Provident Fund. Therefore, the Petitioner Union prays that an Award may be passed in the favour of Mrs. S. Mallika as prayed for with costs.

12. As against this, the Respondent in its Counter Statement alleged that since Smt. S. Mallika is not an

employee of the Respondent company, it is not open to the Petitioner Union to invoke the jurisdiction of this Tribunal by espousing the cause of a non-member of the union as the Industrial Disputes Act, 1947 does not envisage redressal of grievances who not employees. The relevant provisions of pension scheme in respect of ex-servicemen employees of the company is contained in para 24 of pension scheme which deals with counting of qualifying service for pension in respect of employees who have rendered military service. Chapter VII of pension scheme deals with eligibility of family pension in general. However, the pension scheme is silent about the eligibility of family pension from more than one source at a time which is the case of the claimant in this petition. In terms of para 55 of the pension scheme, all matters relating to pension, family pension in respect of which no express provision is made in the pension scheme, the Central Civil Service (Pension) Rules, 1972 shall apply and therefore, the eligibility of family pension in respect of families of ex-servicemen employees of the Respondent company shall be as per corresponding provisions under the Central Civil Service (Pension) Rules, 1972. The corresponding pension in the Central Civil Service (Pension) Rules, 1972 says a military pensioner, who on retirement from military service is re-employed in civil service or a post before attaining the age of superannuation, shall for the purpose of eligibility for family pension be governed as follows :

- (iii) If he dies while holding a civil post, his family shall be allowed to opt for the family pension admissible under this rule or any other rules authorised at the time of his retirement/discharge from military service, whichever is more advantageous to the family;
- (iv) If he retires from civil re-employment after becoming eligible for pension therefore, he shall exercise an option at the time of applying for pension from civil service either to be governed by the family pension under the scheme or to avail family pension from military.

Therefore, as per provisions of Central Civil Service (Pension) Rules, 1972 the family of any employee, who is re-employed in civil post after discharge from military is eligible for family pension only from one source at a time which the family opts for and only for this reason, the Respondent company advised the claimants to opt for family pension either from military source or from the Respondent company. It is not true that the Respondent company promised that pension would be paid to the employee on his foregoing contributory provident fund irrespective of notwithstanding the provisions of pension scheme. The benefits of ex-servicemen are granted by Government of India and such benefits cannot viewed in

isolation but are to be viewed in totality. The Government of India which has allowed the benefit of drawing military pension even after employment in civil service has stipulated vide Rule 54 of Central Civil Service (Pension) Rules, 1972 that the family pension shall not be granted to a person who is already in receipt of family pension from the military. Allowing the claimant to draw pension from the military and the Respondent company would amount to allowing the family to receive double benefit to the family pension on the same basic pay. This view has already been confirmed by the Defence Pension Disbursement Officer vide order dated 3-6-97 that the family of deceased ex-serviceman is eligible to draw family pension from one source at a time. It is futile to contend that military pension and military service does not stand in the way of ex-servicemen to draw military pension after re-employment. Grant of pension is a welfare scheme and pension to family is to reduce hardship to the family on the demise of employee and such pension is not a legacy left by the employee for the family to bequeath in the same form the employee was entitled. The Respondent has not denied the family pension to the claimant but the claimant was only advised to opt between family pension from military service and family pension of the Respondent company in accordance with provisions of Rule 54 of Central Civil Service (Pension) Rules, 1972. Therefore, the Respondent prays that the claim may be dismissed with costs.

13. Again, in the additional Counter Statement the Respondent alleged that the claimant namely Smt. S. Mallika was appointed in the Respondent company on compassionate grounds and she has now working as sub-staff drawing salary of Rs. 6,197/- The said appointment was given prior to introduction of pension scheme. Hence, he prays that the claim may be dismissed with costs.

14. As against this, the Petitioner Union filed a common reply statement raising similar allegations made as that of in I.D. No. 61/2002.

15. For which, the II Party/Management filed an additional Counter Statement, wherein they have made similar allegations as that of in I.D. No. 61/2002.

16. Under these circumstances, the points for my consideration are—

- (i) "Whether the action of the Respondent/Management in stopping family pension to Smt. S. Mallika, wife of late Sundararajan is justified?"
- (ii) "To what relief she is entitled?"

Point No. 1 :—

17. Since the issue involved in both these industrial disputes namely I.D. No. 61/2002 and 12/2003

is similar, both sides have filed a joint memo stating that both these cases may be tried together and a common award may be passed. The memo is recorded and as such a common Award is passed in both these industrial disputes.

18. The case of the Petitioner namely General Secretary, General Insurance Employees Union is the General Insurance Employees Pension Scheme was introduced with retrospective effect from 1-11-1993 to benefit all the employees of General Insurance Corporation/Subsidiary Companies and it was clearly stated in that scheme that pension is payable only on the employee foregoing the contribution which had to be remitted by the employer to the Provident Fund account. The claimants namely K. Pachiammal and Mallika are widows of the deceased employees who were ex-servicemen and who were taken over in service by the Respondent/Management. The claimant Mrs. K. Pachiammal's husband namely Mr. Kaliappan exercised his option and elected to be a beneficiary of the pension scheme, thereby foregoing the management's contribution towards Provident Fund both accrued and future contributions as well. In the case of Mrs. Mallika her husband died subsequent to his retirement and the legal heir namely Mrs. Mallika has opted for pension scheme as per the provisions of pension scheme. The scheme also envisaged where the employees were in services of the corporation or company as the case may be, during any time on or after 1-11-1993 and died after retirement, but before the notified date, their family shall be entitled for the amount of pension payable to them from the date on which they would have been entitled to the pension under the scheme. Under this provision, Mrs. Mallika has opted for pension scheme and she has refunded the entire management/corporation's contribution or company's contribution to the Provident Fund and interest accrued thereon together with simple interest @12% per annum from the date of settlement of Provident Fund account, therefore, she was admitted in the pension scheme. Thus, both the claimants in the above two industrial disputes have satisfied the requirements of the provisions of pension scheme and become members of the scheme and which is not disputed by the Respondent/Management. Therefore, it is clear that the pension is out of the contribution by employer and employee and Contributory Provident Fund and in this case, the employees namely P. Kiliappan and another employees wife Mrs. Mallika was made to believe that they would be deriving the benefits of family pension in the event of their opting for scheme and foregoing the other benefits in the same manner mentioned in the scheme and therefore, the nature of the scheme is a contract, where the offer

of the management is that if an employee accepts the offer and performs the obligation stated above, foregoes the other benefits in the manner stated therein, his family would be paid consideration of family pension. It is clear that it is only a contract made between the employee/spouse independently of any other law and its breach is prohibited by the principle of promissory estoppel and deserves to be restrained and prohibited. Further, it is the contention of the learned counsel for the Petitioner that in the case of Mrs. Mallika, wife of deceased employee Mr. Sundararajan in I.D. No. 12/2003, she was paid family pension from 1-11-1993 and the payment was withdrawn from July, 1998. It is further contended on behalf of the Petitioner that the only contention of the respondent/Management is on the ground that the scheme contains provision i.e. para 55 of the scheme which clearly stipulates that all the matters relating to pension and other benefits in respect of which there is no other express provision has been made in the scheme, shall be governed by the Central Civil Service (Pension) Rules, 1972 and therefore, as per the Central Civil Service (Pension) Rules, 1972 Rule 54, 13(a) and (b), "if a military pensioner dies while holding the civil post his family shall be allowed to opt for family pension admissible under this rule or any other rules authorized at the time of his retirement or discharge from military service, whichever is more advantageous to the family" and Rule 13(b) stipulates that "family pension shall not be granted to a person who is already in receipt of family pension and is eligible therefore to receive under any other rules of the Central Govt., State Govt. or Public Sector Undertaking, Local bodies or from Military". Therefore, the Respondent denies the family pension to both the employees. But in para 24 of the scheme, it is clearly mentioned while dealing with military service that an employee who has rendered military service before appointment in the corporation or concerned company shall continue to draw military pension and military service rendered by the employee shall not count as qualifying service for pension, therefore, while fixing the pension, the company or corporation shall not take the previous military service of the employee for calculating the qualifying service for pension. Therefore, the scheme explicitly, unambiguously prescribed in the quoted provision, having in mind the contingency of an ex-serviceman drawing pension from the Central Govt. Funds for military service which he has rendered to count only service in the company as qualifying service for payment of family pension and did not deter drawing of pension from the Central Govt. In this case this pension scheme was introduced and an option was also given in that scheme to choose either the right to receive a lump sum provident fund contributed to the

fund or family pension and not an option between military pension and family pension. Therefore, the provisions of CCS Rules are not applicable to the respondent management. Further, Clause 2 of the CCS Rules clearly states that these rules shall apply to Govt. Servants including civilian Govt. Servants in the defence service, appointed substantively to civil service and post in connection with affairs of the Union, which are borne on pensionable establishment, but shall not apply to persons entitled to benefit of contributory fund, persons whose terms and conditions of service are regulated by or under the provisions of Constitution or any other law for the time being in force. In this case, it is clear that the employees Mr. Kaliappan and Mr. Sundararajan concerned were entitled to contributory provident fund as the funds of scheme flow through contributions to the provident fund consisting of employees and employers contribution and their terms of service are regulated by a statute and scheme made thereunder namely Act 57 of 1972. Under such circumstances, it cannot be contended that the provisions of CCS Rules is applicable to the facts of this case and the claimants are not entitled to the family pension. Further, on behalf of the Petitioner it was contended that ex-serviceman is paid family pension in respect of his military service by the Central Govt. and it was from the Central Govt. office consolidated funds (Central Govt. Coffer) under the terms and conditions of his service in the defence and the ex-serviceman after his retirement/his family after his death is entitled to family pension from the Central Govt. Coffer in respect of his military service done by the ex-serviceman. The ex-serviceman, on his appointment in corporation or public sector undertaking do not continue his military service, but appointed afresh upon certain terms and conditions stipulated or offered by new employer. This case, the employer namely the Respondent/management offered the scheme namely family pension scheme on his retirement or death and the pension is assured to the employee under that scheme and a contract as aforesaid is to be paid from the establishment's coffer funds derived in the manner stated as to accumulation of fund of scheme under the contract. Thus, it is clear the establishment namely Respondent/Management has to pay their equity of contribution to Provident Fund to the credit of member and the contribution to the Provident Fund flows from the employer and employee. Therefore, the employee is entitled legally, statutorily to receive employer's contribution to the Provident Fund. Only on foregoing the management's contribution to the Provident Fund, the employee is entitled for his pension, therefore, at any rate it cannot be contended that Central Civil Service (Pension) Rules, 1972 is applicable to the facts

of this case. The employee namely Mr. Kaliappan became a member by opting family pension scheme and he performed his part of the obligation under the contract namely compliance of the provisions of scheme and the corporation in this case, accepts the acts in pursuance of such an acceptance in fulfilment of the requirements of the contract. The scheme nowhere specifies that an ex-serviceman on his getting re-employment in the company or corporation is not entitled for family pension, if he is already drawing family pension for military service. Therefore, under no circumstances, it can be denied the family pension to the claimants. It is his further argument that when pension is paid to ex-serviceman for military coffer and the insurance company when he is alive cannot be different when he dies since the beneficiaries are the family and not an individual. It is his further argument that withholding or withdrawal of pension mentions in para 42 of the scheme. Wherein the competent authority may, by an order in writing withhold or withdraw the pension or a part thereof, whether permanently or for a specific period, if the pensioner is convicted of a serious crime and is found guilty of grave misconduct. In this case, it is not alleged that due to misconduct of Mr. Kaliappan or Sundarajan has been convicted and therefore, the pension has been withheld and therefore, the payment of family pension to Mrs. Mallika cannot be withdrawn under any circumstances. Further, even at the time of opting for pensionary benefits Mr. Kalliappan and also Mrs. Mallika have clearly declared that they are drawing military pension and further they have remitted their entire contribution received from the Respondent towards Provident Fund together with interest as required under the scheme. At that time, the Respondent has not stated that she is entitled to only one family pension and she has to give her option for getting family pension and therefore, the Respondent/Management is estopped from denying the family pension as promised and after receipt of entire contribution made to her towards Provident Fund and the interest on payment from the date of payment till the date of repayment and it amounts to breach of trust.

19. But, as against this the learned counsel for the Respondent contended that the Respondent invoked para 55 of the pension scheme which stipulates that where no express provision has been made with regard to matters relating to pension, the scheme shall be governed by Central Civil Service (Pension) Rules and he further contended that corresponding provisions relating drawal of pension from two sources in respect of military pensioners and their families in Central Civil Service (Pension) Rules,

1972 are contained in Rules 54(13A & 13B) and it is his further argument that Rule 13A clearly states that if a military pensioner dies while holding a civil post, his family shall be allowed family pension under these rules and in the present case the pension scheme of the Respondent company or the family pension authorised at the time of retirement or discharge from the military service, whichever is more advantageous to the family and Rule 13B stipulates that a family pension admissible under these rules shall not be granted to a person who is already in receipt of family pension or is eligible therefor under any other rules of Central Govt. or a State Govt. or a public sector undertaking/autonomous body/local fund under the Central or State Govt. It is also mentioned that exception to this rule are only in respect of Family Pension Scheme 1971 and Employees Pension Scheme 1995 under EPF Act which are not applicable to the Respondent company. Therefore, the families of ex-serviceman are free to opt between the pension from military source or from civil source. It is only for these reasons the claimants were advised to opt between the pension from military source or from the Respondent company and as they failed to opt the pension from the Respondent company, the respondent had to be stopped since they are receiving pension from military service of deceased husband. It is his further argument that getting two pensions is contrary to Govt. orders. Therefore, stoppage of pension to claimants in this case is purely as per rules governing pension scheme adverting to provisions of Rule 54(13A & 13B) of Central Civil Service (Pension) Rules and in terms of para 55 of pension scheme and also as per clarification given by DDO and Controller General of Defence Accounts. It is his further argument that it is futile to contend that to ignore the rule applicable for payment of family pension to family of military pensioners. Even assuming that the Petitioners to any relief, it is only by way of filing writ petition challenging Rule 54 of Central Civil Service (Pension) Rules.

20. But, again the counsel for the Petitioner placed much reliance on the judgement rendered in the case of T.A. PRABHAVATHY Vs. UNION OF INDIA AND OTHERS, which was pronounced by the High Court of Kerala on 21st March, 1994, wherein the Petitioner is the widow of ex-serviceman and he was discharged from the army in the year 1979 after 15 years of service. Subsequently he was granted military pension and in the year 1980 he joined the service of Cochin Refineries, Cochin, which was registered under Companies Act and he continued to work there till his death in the year 1982 and the Petitioner namely the widow of ex-serviceman has informed the

management the demise of her husband and has also informed to the defence authorities. The defence authority instead of granting family pension to the Petitioner, directed to furnish certain details to decide whether the pension from the army side or from civil side is more beneficial to the claimant and subsequently they have stopped the family pension from military side and the Petitioners challenged this action of the Controller of Defence Accounts. In that case, the High Court of Kerala has held that "if the funds were collected towards the said scheme from the employees wages they may not in any way be benefited as the military authorities may take the stand that the benefits under both the schemes may not be available simultaneously family pension scheme framed under Employees Provident Fund and Miscellaneous Provisions Act, 1952 is on contributory basis for which the employee during his employment is to contribute regularly each month at a fixed rate out of his wages earned and that in case of death of the employee during service the provident fund organisation is under obligation to pay his survivors family pension each month out of the deposits made from the members wages, while he was alive and it has no bearing with the consolidated funds of India. Further, the service rendered in army, air force is also not taken into account while working out family pension by Provident Fund department. Further the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 are not debarred from membership of the fund and also the benefits payable under the fund and that scheme does not debar the employees from the benefits payable to them for the service rendered to govt. because of the membership of E.P.F. and the family pension scheme under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and upheld the contention of the Petitioner.

21. In this case, the learned counsel for the Petitioner argued that the ratio decidendi in the above judgement is applicable to the facts of this case though the scheme in this case is not the provisions of Employees' Provident Fund and Miscellaneous Provisions Act, but any how, in this case also the fund in the pension scheme is on contributory basis because only when the employee foregoes all the management contribution to the Provident Fund, he is entitled to claim the benefits under the pension scheme and therefore, at no stretch of imagination, it can be said that Central Civil Service (Pension) Rules, 1972 will be applicable to the facts of this case.

22. I find much force in the contention of the learned counsel for the Petitioner because while the ex-serviceman from the military service when he is alive, he is entitled to get pension, it cannot be said that when he dies, his beneficiaries of family are not entitled to get the benefits of

the family pension. I find, if really the framers of the scheme have envisaged that ex-servicemen's family is not entitled to get family pension of his service from the company and also family pension for the military service, rendered by her husband, then they must have clearly stated that family of ex-servicemen is entitled to only one pension namely military pension or pension payable by the scheme. Therefore, I am of the opinion that at no stretch of imagination, the Respondent/Management can deny the family pension for the claimants in this case, whose causes are espoused by the Petitioner Union. Therefore, I find this point in favour of the Petitioner Union.

Point No. 2 :—

The next point to be decided in this case is to what relief the concerned employees are entitled ?

23. In view of my foregoing findings that the Petitioners are entitled to the family pension under the scheme, I direct the Respondent to pay family pension to Smt. K. Pachiammal, whose cause is espoused by the Petitioner Union in I. D. No. 61/2002, as per the provisions envisaged under the General Insurance Corporation (Employees) Pension Scheme, 1995 together with interest @ 9% (nine per cent) per annum from the date of eligibility. No Costs.

24. In view of my foregoing findings, I find Smt. S. Mallika, wife of the deceased employee late C. Sundararajan is entitled to receive pension from the Respondent/Management and therefore, I direct the Respondent/Management to pay family pension to Smt. S. Mallika, whose cause is espoused by the Petitioner Union in I.D. No. 12/2003, as per the provisions under the General Insurance Corporation (Employees) Pension Scheme, 1995 together with interest @ 9% (Nine per cent) per annum from the date of eligibility.

No Costs.

25. The references are disposed of accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 10th March, 2004.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

On either side : None

Documents Marked :

On either side : Nil

नई दिल्ली, 11 अक्टूबर, 2004

का. आ. 2804.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 7/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2004 को प्राप्त हुआ था।

[सं. एल-12011/158/2002-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 11th October, 2004

S.O. 2804.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of Central Bank of India and their workman, which was received by the Central Government on 11-10-2004.

[No. L-12011/158/2002-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 18th August, 2004

Present : K. JAYARAMAN,

Presiding Officer

INDUSTRIAL DISPUTE NO. 7/2003

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Central Bank of India and their workman]

BETWEEN

The General Secretary.
Central Bank of India
Staff Union, Chennai.

: Ist Party/Claimant

AND

The Regional Manager
Central Bank of India.
Chennai.

: IInd Party/
Management

APPEARANCE:

For the Claimant : M/s. K. M. Ramesh,
V. Pasumpon &
A Gunaseelan, Advocates

For the Management : M/s. T.S. Gopalan & Co.,
Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-12011/158/2002-IR (B-II) dated 10-12-2002 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the claim of the Central Bank of India, Staff Union for fixation of seniority to Smt. Masthanamma and payment of higher scale wages from the date of appointment of her junior by the management of Central Bank of India is legal and justified ? If so, what relief the workman is entitled to?"

2. After the receipt of the reference, it was taken on file as I.D. No. 7/2003 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner Union in the Claim Statement are briefly as follows :—

The Petitioner Union is espousing the cause of Smt. Masthanamma who joined the services of the Respondent/Management on 14-10-85 as Part Time Safai karamachari on lumpsum wages at T. Nagar branch and subsequently, she was absorbed in the same branch and paid 1/3rd wages. During, 1991 she was transferred to Tiruvottiyur branch on 1/2 wages. Since then she continues to remain in the same 1/2 scale wages and at present she is working in Anna Nagar branch of Respondent/Bank. The concerned workman was elevated to 1/2 wages much later to her juniors. She had been denied 1/2 scale wages for the reasons only known to the Respondent/Bank. Shrimati Amaravathi, Smt. Vijaya, Smt. Pushpa who joined the bank as Part Time Safai karamachari much later to the concerned employee, were elevated to 1/2 scale wages long before the concerned employee was granted 1/2 scale wages, 3/4th wages and now full scale wages. The concerned employee had been over looked in total violation of instructions issued by the Zonal Manager of the Respondent/Bank dated 26-11-89. Therefore, the Petitioner raised this industrial dispute before Labour authorities and after its failure, the matter was referred to this Tribunal. The action of Respondent/Bank in not following the seniority list and not paying the respective scales wages to concerned workman is totally arbitrary, illegal and unjustified. Hence, the Petitioner prays that this Tribunal may be pleased to pass an award directing the Respondent/Management to pay arrears of scale wages because of the wrong fixation and to restore her seniority with all other attendant benefits.

4. As against this, the Respondent in its Counter Statement contended that substantial number of workmen of the Respondent/Bank have not authorised the Petitioner Union to raise the present dispute. In other words, there is no valid industrial dispute with regard to the demand made on behalf of the concerned workman. The wages and allowances for the part time workmen were originally fixed having regard

to the hours of work performed by them in a week. By settlement dated 19-10-1966, the wages of part time workmen were fixed on the basis of hours of work. In the year 1988 the wages of part time workmen were revised and fixed on the basis of area of office and number of hours per week. By a circular dated 26-5-99 of Zonal Office, it was suggested that Regional Office shall maintain a station-wise seniority list of part time employees working in stations where there are more than one branch and vacancies that may arise shall be filled up in accordance with the said seniority. The concerned workman namely Mrs. Masthanamma was first engaged as Additional Part Time Safai karamachari only for cleaning the toilet as the other permanent Part Time Safai karamachari refused to do the job of cleaning the toilet. The concerned Part Time Safai karamachari was getting 1/3rd wages based on the hours of work. On 27-5-91 she became eligible for 1/2 scale wages and accordingly she was transferred to Tiruvottiyur branch on 1/2 scale wages. On her request, she was transferred on the same scale to Anna Nagar branch. Thereafter, based on seniority, she became eligible for 3/4th scale wages only on 6-7-01 when she was transferred from Anna Nagar branch to Choolai branch and when she was working on 3/4th scale in Choolai branch, she reached the age of superannuation and retired on 31-12-2002. Therefore, the concerned workman was paid whatever scale of wages that was applicable to her and there is no question that concerned Part Time Safai karamachari was denied the scale of wages she was entitled to. In case of Smt. Amaravathi she joined on 1-11-83 as Part Time Safai karamachari in T. Nagar branch and in terms of circular dated 2-4-88 she was given full scale of wages w.e.f. 2-4-88. Regarding Smt. Vijaya she joined as Part Time Safai karamachari in NBO branch, Anna Salai where she was getting 1/3rd wages and on her request, she was transferred from NBO to Broadway branch and when the circular dated 2-4-88 came into effect, based on the area of office, she was paid 1/2 scale wages from 2-4-88. Based on the seniority she qualified for 3/4 scale wages from 29-5-91 and full scale wages from 3-3-97. In the case of Smt. Pushpa, she joined as Part Time Safai karamachari on 19-8-83 and not 17-03-1988 as alleged by the Petitioner. Further, till the issue of circular dated 26-5-89, all Part Time Safai karamacharis were paid wages as applicable to the branch in terms of circular dated 26-5-89. It is only after the issue of circular dated 26-11-89 the claim for higher scale of wages among Part Time Safai karamacharis were considered based on seniority. Further, the concerned employee had already retired on 31-12-02 and therefore, wages payable to her should not be reopened at this point of time. Hence, the Respondent prays that the claim may be dismissed.

5. Again the Petitioner Union in its rejoinder contended that it is curious that II Party/Management having not chosen to raise the plea of espousal of dispute by the I Party during conciliation proceedings has now for the first time raised the plea as an afterthought and therefore, it is not maintainable. The date of joining of concerned workman mentioned by the Respondent in its

Counter Statement is wrong. Smt. Achamma, Karpagam, D. Senthamarai and Vadivelu who are juniors to the concerned workman namely Masthanamma but they were elevated to higher scales over looking the seniority of concerned workman and also by breaching the central office circular. Smt. Senthamarai entered the bank service directly to 1/2 scale wages contravening the policy decision. The Respondent/Bank has adopted double standard and it is nothing but unfair labour practice. Hence, the Petitioner Union prays that an award may be passed in their favour.

6. In these circumstances, the point for my determination is —

(i) "Whether the claim of the Petitioner Union for fixation of seniority of Smt. Masthanamma and payment of higher scale wages from the date of appointment of her junior by the Respondent/Management is legal and justified?"

(ii) To what relief the concerned workman is entitled?"

Point No. 1 :—

7. The main grievance of the Petitioner Union in this case is that concerned employee Smt. Masthanamma joined the services of the Respondent/Bank on 14-10-1985 as Part Time Safai karamachari on lumpsum wages in T. Nagar branch and thereafter she was absorbed and paid 1/3rd scale wages. Then she was transferred to Tiruvottiyur branch on 1/2 wages from 27-5-91 and she continued to remain in 1/2 scale wages and when she was working in Anna Nagar branch of the Respondent/Bank, she was getting the same scale of wages and it is the contention of the Petitioner that concerned workman was elevated to 1/2 scale wages much later to her juniors and she was denied 1/2 scale wages only for the reasons known to the Respondent/Bank. On the other hand, Smt. Amaravathi, Smt. Vijaya and Smt. Pushpa who were elevated to 1/2 scale wages long prior to the concerned workman and were granted 1/2 scale wages, 3/4th wages and now full scale wages. Therefore, the Respondent/Bank over looked the seniority of the concerned employee and in total violation of instructions issued by Zonal Office of the Respondent/Bank denied the benefit of seniority and scale wages to the concerned employee which is arbitrary, illegal and unjustified. On the other hand, the Respondent/Bank contended that by settlement dated 19-10-1966 wages of part time workmen were fixed on hours of work they worked in a week and only in the year 1988 the wages of part time workmen were revised and fixed on the basis of floor area of office and number of hours per week and by a circular dated 26-5-89 of the Zonal Office, the Zonal Office directed that the Regional Office shall maintain station-wise seniority list of part-time employees working in stations where there are more than one branch and vacancies that may arise shall be filled up in accordance with the said

seniority. In this case, when the concerned employee Smt. Masthanamma was engaged in T. Nagar branch, she was engaged only as an additional Part Time Safaikaramachari for cleaning toilets as the other permanent Part Time Safaikaramacharis refused to do the job of cleaning the toilets. At that time, the concerned employee was getting 1/3rd wages based on hours of work. Based on seniority among Part Time Safaikaramacharis, 1/3rd scale of wages in terms of circular dated 26-5-89 she became eligible for 1/2 scale wages on 27-5-91 and accordingly, on 27-5-91 she was transferred to Tiruvottiyur branch on 1/2 scale wages. On her request, she was again transferred in the same scale of wages to Anna Nagar branch. Thereafter based on seniority, she became eligible for 3/4th scale wages on 6-7-2001 and she was transferred from Anna Nagar branch to Choolai branch and when she was working in 3/4th scale wages in that branch she retired on 31-12-2002. Therefore, the concerned Part Time Safaikaramachari was paid whatever scale of wages that was applicable to her and there is no question that the concerned workman was denied scale wages she was entitled to. It is the further contention of the learned counsel for the Respondent that though Smt. Amaravathi, Smt. Vijaya and Smt. Pushpa joined as Part Time Safaikaramacharis much later to the concerned employee, Smt. Amaravathi joined on 1-11-83 as Part Time Safaikaramachari in T. Nagar branch and in terms of circular dated 2-4-88 she was given full scale of wages w.e.f. 2-4-88 and with regard to Smt. Vijaya, she joined as Part Time Safaikaramachari in NBO branch, Anna Salai where she was getting 1/3rd wages and on her request, she was transferred from NBO to Broadway branch and when the circular dated 2-4-88 came into effect, based on the floor area of office, she was paid 1/2 scale wages from 2-4-88 and based on the seniority, she qualified for 3/4th scale wages from 29-5-91 and full scale wages from 3-3-97. It is further contended on behalf of the Respondent that in the case of Smt. Pushpa, she joined as Part Time Safaikaramachari on 19-8-83 and not 17-03-1988 as alleged by the Petitioner and it is further contended on behalf of the Respondent that till the issuance of circular dated 26-5-89 all the Part Time Safaikaramacharis were paid wages as applicable to branches in terms of prior circular dated 4-8-88. It is only after issuance of circular dated 26-11-89, the claim for higher scale wages among the Part Time Safaikaramacharis were considered based on seniority. Therefore, the Petitioner Union cannot have any grievance with regard to fixation of scale wages and also with seniority.

8. On the side of the Petitioner Ex. W1 namely xerox copy of the instructions issued by Zonal Office dated 26-5-89 and Ex. W2 namely xerox copy of the circular issued by Central Office of Respondent/Bank dated 14-3-90 and Ex. W3 namely xerox copy of the seniority list as on 30-6-2001 were marked. As against this, on the side of the Respondent/Management copy of the letter from II Party/Management to Smt. Masthanamma regarding her retirement on 31-12-2002 and also a copy of the circular given by Finance Department

with regard to appointment/conversion of sweepers to the post of peon were marked as Ex. M1 and M2 respectively. No one has been examined as witness on either side.

9. On consideration of the entire documents and arguments of the learned counsel on either side, I find the argument of learned counsel for the Petitioner is not fair because it is admitted that till 26-11-1989 there was no seniority among the Part Time Safaikaramacharis in the Respondent/Bank and it was only after the issuance of circular dated 26-11-1989 claim for higher scale wages among Part Time Safaikaramacharis were considered based on seniority. Till that time, the Part Time Safaikaramacharis were paid only based on the floor area they have worked. As such, I find the fixation of scale of wages and also fixation of seniority of Smt. Masthanamma were made as per the circular issued by the bank on 4-8-88 and also 26-5-89. Therefore, she was paid scale of wages as applicable to her and there is no question of the concerned workman having any preferential right over the persons mentioned in the Claim Statement. On the side of the Petitioner it was not disputed with regard to concerned employee's appointment to T. Nagar branch or subsequent post transferred to Tiruvottiyur and also to Choolai branch. It is the only grievance that juniors to her namely Mrs. Amaravathi, Smt. Pushpa and Smt. Vijaya were paid 1/2 scale wages even prior to her. The concerned workman was granted 1/2 scale wages and 3/4th scale wages. But from the argument of the learned counsel for the Respondent, it is clear that Smt. Amaravathi joined on 1-11-83 and in terms of circular dated 2-4-88 she was given full scale wages w.e.f. 2-4-88 and with regard to Mrs. Vijaya she was getting 1/3rd wages in NBO branch in Anna Salai and since she was transferred to Broadway branch on her request, she was paid only 1/3rd wages and after 2-4-1988 based on the area of office, she was paid 1/2 scale wages and based on the seniority she qualifies for 3/4th scale wages from 29-5-91 and full scale wages from 3-3-97. Therefore, I find there is no substance in the contention of the counsel for the Petitioner with regard to concerned employee's fixation of seniority and payment of higher scale wages from her date of appointment. As such, I find this point against the Petitioner.

Point No. 2 :—

The next point to be decided in this case is to what relief the Petitioner is entitled ?

10. In view of my foregoing findings that fixation of seniority of Smt. Masthanamma and also payment of higher scale wages to concerned workman by the Respondent/Management is legal and justified, I find the concerned workman Smt. Masthanamma is not entitled to any relief as claimed by the Petitioner Union. No Costs.

11. Thus the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 18th August, 2004.)

K. JAYARAMAN, Presiding Officer

Witness Examined :

On either side : None

Documents Marked :

For the I Party/Claimant :—

Ex. No.	Date	Description
W1	26-05-89	Xerox copy of the administrative instructions issued by Zonal Office of respondent.
W2	14-03-90	Xerox copy of the circular issued by Central Office of II Party.
W3	Nil	Xerox copy of the seniority list of PTSK employed in branches in Chennai Region.

For the II Party/Management :—

Ex. No.	Date	Description
M1	09-11-02	Xerox copy of the letter from II party to Smt. Masthanamma regarding her retirement.
M2	04-08-98	Xerox copy of the letter from Ministry of Finance regarding appointment/conversion of sweepers to the post of peon.

नई दिल्ली, 11 अक्टूबर, 2004

का. आ. 2805.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 4/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2004 को प्राप्त हुआ था।

[सं. एल-12011/144/2002-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 11th October, 2004

S.O. 2805.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 4/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen, received by the Central Government on 11-10-2004.

[No. L-12011/144/2002-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Wednesday, the 18th August, 2004

PRESENT : K. JAYARAMAN, Presiding Officer**INDUSTRIAL DISPUTE No. 4/2003**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10

of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Central Bank of India and their workmen)

BETWEEN:

The General Secretary, : I Party/Claimant
Central Bank of India
Staff Union,
Chennai.

AND

The Regional Manager, : II Party/
Central Bank of India, : Management
Chennai.

APPEARANCE:

For the Claimant : M/s. K.M. Ramesh,
V. Pasumpon &
A Gunaseelan,
Advocates

For the Management : M/s. T.S. Gopalan & Co.,
Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-12011/144/2002-IR (B-II) dated 29-11-2002 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the claim of the Central Bank of India, Staff Union in the case of S/Shri K. Venkatesan and N. Neelakantan for payment of Special Allowance to the above employees from the date when their juniors were promoted as Head Cashier 'E' is legal and justified? If so, what relief the workmen are entitled to?”

2. After the receipt of the reference, it was taken on file as I.D. No. 4/2003 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner Union in the Claim Statement are briefly as follows :—

The Petitioner Union is espousing the cause of clerical staff by name Sri K. Venkatesan and Sri N. Neelakantan who were discriminated in the matter of payment of special allowance. The juniors to the above members were promoted to the cadre of Head Cashier E. and were granted special allowance, whereas the concerned workmen were deliberately denied the said promotion to the post of Head Cashier E even though they possess the requisite qualification and were eligible to be promoted the said post of Head Cashier E. Sri K. Venkatesan joined the II Party/Management on 31-12-1982 with weightage seniority of 31-12-1980 and the concerned workman Sri N. Neelakantan joined the II Party/Management on 10-7-81 with weightage seniority of 10-7-1979. As per the promotion

policy agreement of year 1975 on and from I-I-1990 the Head Cashier E vacancies are to be identified and filled up from among the willing employees on purely seniority basis. Since there was no method envisaged in the said promotion policy agreement to find out the willingness of senior employees, the II Party/Management unilaterally and arbitrarily adopted a novel method of offering the said post to the available vacancies in the respective branch without following the regional seniority, whenever the vacancies arose and gave them the promoted post. Thus, Respondent/Bank has flouted the promotion policy agreement and also denied promotion to the senior employees. The post of Head Cashier E carries a special allowance of Rs. 906/- per month and denial of promotion of eligible and qualified employees namely concerned workmen caused great prejudice and affects their civil right. It is not a selection post and the only criterion for filling up the said post is purely on seniority. Therefore the Respondent/Bank has to offer the said post to the employees, who stand next in the seniority list. Instead of following this method, the Respondent/Bank on its own offered the post to junior employees, who are no way near in the seniority list. At the relevant point of time, when Sri K. Venkatesan and Mr. N. Neelakantan were not even offered the post of Head Cashier E, they have offered the post of Head Cashier E to Mr. Natesa Kangan, Mr. Ravi Raman, Mr. Kalyan Jani Khan and Mr. Kumarappan who were all far juniors to concerned workmen. Even though the I Party Union raised this fact and demanded the II Party/Management to follow the seniority, the said demand of the I Party Union went into deaf ears. Therefore, the I Party Union took up the issue before Assistant Labour Commissioner (Central) raising an industrial dispute. Therefore, the action of the II Party/Management in not following the settlement/agreement regarding promotion policy is arbitrary, illegal and unjustified and it also amounts to victimisation and unfair labour practice. Hence, the Petitioner Union prays that an award may be passed holding that the concerned workmen S/Sri K. Venkatesan and N. Neelakantan are entitled to the post of Head Cashier E from the date of their juniors were promoted with monetary benefit of special allowance even since the date of their juniors were promoted.

4. As against this, the Respondent in its Counter Statement contended that the Petitioner union is put to strict proof of its representative character as well as authority to take up the cause of the concerned workmen and raise an industrial dispute. The promotion is a managerial function with a view to ensure fairness and after discussion with recognised union, a settlement was made in December, 1975 codifying the promotion policy of the bank. As per the agreement, it was always been the policy of the Respondent/Bank to issue a circular about vacancies available for promotion or about the vacancies posts carrying special allowance and the eligible clerks who apply for vacancy will alone be considered applying relevant criteria. One of the conditions of the promotion policy is that if an employee to whom the promotion

is offered declines the same will be debarred for promotion for a period of 36 months. The clerks are not always enthusiastic to take up acting chance of the post of Head Cashier 'E' in rural areas and particularly clerks working in metropolitan city are entitled to payment of city compensatory allowance and higher rates of HRA and therefore, clerks do not accept where such allowance will either not available or at a reduced rate. In the year 1990 the promotion policy agreement dealing with selection of clerks for the post of Head Cashier 'E', it was stipulated that only willing candidates working in metropolitan cities will be considered for Head Cashier 'E' and even if they decline promotion, the debarment will be only for 12 months and as per this policy the Respondent/Bank issued circular notifying the vacancies for the post of Head Cashier 'E' amongst the employees who apply for the same preference will be given to Head Cashier 'C' and in the case of other clerks who have applied based on seniority, the selection will be made. Sri G. Ravi Raman was posted as Head Cashier 'C' in the Paranchi branch w.e.f. 2-5-1991. Similarly, Mr. Kumariappan who was Head Cashier 'C' in Paranchi branch was posted as Head Cashier 'E' at Kilsiruppakkam f o m 3-4-1991. In December, 1991 Mr. Ravi Raman was posted as Head Cashier 'E' at Veraiyur. In January, 1997, the Respondent/Bank issued a circular notifying the vacancy for the post of Head Cashier 'E' for rural areas of Paranchi, Veraiyur and Kalavai Extension counter. Among the candidates who applied for these posts, based on seniority Mr. K. J. Khan, Mr. S. A. Parasuram and Mr. Natesa Kangan were posted as Head Cashier 'E' at Veraiyur, Paranchi and Kalavai Extension counter branches respectively. As the concerned employees did not apply for the post of Head Cashier 'E', therefore, the question of considering them for said posts does not arise. When Mr. Venkatesan was offered the post of Head Cashier 'E' in the year 2001, he declined the post, however, Mr. N. Neelakantan accepted the offer and he has since been working as Head Cashier 'E' to Royapettah branch. The promotion policy is governed by an agreement made with another recognised union. The Petitioner union is claiming the post of Head Cashier 'E' to the concerned employees based on the agreement made with recognised union. It is not permissible for the Petitioner Union or for Mr. Venkatesan and Mr. Neelakantan to enforce an agreement to which they were not party. Since the concerned employees have not applied for the post of Head Cashier 'E', therefore, there is no question of them being discriminated against their juniors. The Respondent/Bank has not violated the promotion policy agreement. The promotion policy agreement made with All India Central Bank Employees Union can be enforced only by that union or by its members and it is not open to Petitioner Union or members to enforce promotion policy agreement as they were not parties to the said agreement. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner Union in his rejoinder contended that it is curious that II Party/Management have not chosen to raise the plea of espousal of the dispute by I Party Union during conciliation proceedings has now for the first time raised this plea as an afterthought. Therefore, it is liable to be thrown out. The II Party/Management is trying to mislead the Tribunal as if the I Party is seeking promotion to concerned workmen based on the seniority list. Whenever the vacancies for the post carrying special allowance arises, it is the duty of the II Party/Management to notify the said vacancy first and then offer them to eligible Senior clerks as per the seniority. Since the word eligible clerks would only mean who are eligible and also senior in the region, the practice of issuing circular itself was not practice at the relevant point of time. Even in the year 1991, the II Party/Management has not followed the rule of seniority while offering the Head Cashier 'C' and Head Cashier 'E' posts. The circular issued in January, 1997 was notified only in those branches, where the vacancy existed and not in all the branches in the region. The said action is highly irregular and contrary to the promotion policy. The II Party/Management after having committed an illegality is now trying to justify its action by contending that the concerned workmen did not apply for the post. It is false to allege that the concerned workmen were not interested in Head Cashier 'E' post as alleged. Further, merely because Sri K. Venkatesan declined to accept the offer in 2001, it cannot be assumed that he would have declined the offer even in the year 1997. The promotion policy was entered into for the entire award staff of bank and there cannot be different promotion policy for the members of I Party union and for the members of the other union. Further, it is not the case of II Party/Management that there existed only one promotion policy for the members of I Party Union and therefore, the members of I Party can stake their claim for promotion/allowance carrying the post only under the said promotion policy irrespective of their affiliation to the union. Up to the year 1998 the practice of calling for applications for the post of Head Cashier 'E' did not exit. The post has to be offered to the eligible senior clerks in region and the question applying in pursuant to the circular was not there. Hence, for all these reasons, the Petitioner Unions prays that an award may be passed in their favour.

6. In these circumstances, the point for my determination is—

- (i) "Whether the claim of the Petitioner Union in the case of Sri K. Venkatesan and Sri N. Neelakantan for payment of special allowance to the above employees from the date when their junior were promoted as Head Cashier 'E' is legal and justified?"
- (ii) "To what relief the concerned workmen are entitled?"

Point No. 1:—

7. The main grievance of the Petitioner Union in this case is Sri K. Venkatesan and Sri N. Neelakantan who were

members of the Petitioner Union were discriminated in the matter of payment of special allowance and juniors to the above members were promoted/granted special allowance to the cadre of Head Cashier 'E' and the concerned workmen were deliberately denied the said promotion/special allowance to the post of Head Cashier 'E', even though they possessed the requisite qualification. It is the contention of the Petitioner Union that the concerned workmen Sri K. Venkatesan joined the II Party/Management on 31-12-82 with weightage seniority of 31-12-80 and the concerned workman Sri N. Neelakantan joined the II Party/Management on 10-7-81 with weightage seniority of 10-7-79 and as per the promotion policy agreement of the year 1975 on and from 1-1-90 the Head Cashier 'E' vacancies are to be identified and filled up from among the willing employees on purely seniority basis. Since there was no method envisaged in the said promotion policy agreement to find out the willingness of the senior employees, II Party/Management unilaterally and arbitrarily adopted a novel method of offering the said post to the available employees in the respective branch, without following the regional seniority and gave them the promoted post special allowance p.m. By adopting this, the Respondent/management on the one hand violated and flouted the promotion policy agreement and on the other hand, denied the promotion special allowance to the senior employees, which caused great prejudice and loss to senior employees who are eligible for the post of head Cashier 'E'. Though the post of head cashier E is not admittedly the selection post and the only criteria for filling up the said post is pure seniority. When only senior employee expresses his unwillingness, it should be offered to his junior, who stands next in the seniority list. Thus, the concerned employees Sri K. Venkatesan and Sri N. Neelakantan were not even offered the post of Head Cashier 'E' at the relevant point of time and hence, the question of obtaining willingness from their next juniors does not arise.

8. As against this on behalf of the respondent it is contented all clerical staff of Respondent bank are covered by one single scale of pay. However, the clerical staff who are required to take up additional responsibilities/duties are paid special allowance as applicable to the post carrying additional duties/responsibilities. When a clerk is required to act as a Head Cashier he will be paid special allowance applicable to the post of Head Cashier and it has always been the policy of the Respondent/Bank to issue a circular about vacancies available for promotion or about the vacancies of posts carrying special allowance and the eligible clerks who apply for the vacancy will alone be considered applying relevant criteria and usually clerks are not always enthusiastic to take up acting chance of the post of Head Cashier 'E' in rural areas. In the year 1990 the promotion policy agreement dealing with the selection of clerks for the post of Head Cashier 'E', it was stipulated that only willing candidates working in metropolitan cities will be considered for Head Cashier 'E' and even if they

decline the promotion, the debarment will be only for 12 months and in the case of Sri G. Raviraman, he was posted as Head Cashier 'C' in Paranj branch w.e.f. 2-5-91, similarly Mr. Kumariappan who was Head Cashier 'C' in Paranj branch was posted as Head Cashier 'E' at Kilsirupakkam from 3-4-91. In December, 1991 Sri Raviraman was posted as Head Cashier 'E' at Veraiyur and they were working as Head Cashier 'E' from 1991 without any protest from clerk or Cashier 'C'. In January, 1997 the Respondent/Bank issued a circular notifying the vacancies for the post of Head Cashier 'E' for the areas of Paranj, Veraiyur and Kalavai Extension Counter. For these posts, S/Sri K. J. Khan, S. A. Parasuram and Natesa Kangan were applied these posts and based on the seniority, Mr. K. J. Khan was posted at Veraiyur w.e.f. 4-4-97 and Mr. Parasuram was posted at Paranj from June, 1997 and Mr. Natesa Kangan was posted at Kalavai Extension Counter. The concerned employees S/Sri K. Venkatesan and N. Neelakantan did not apply for the post of Head Cashier 'E' and hence the question of considering them for these posts did not arise.

9. To substantiate their claim on behalf of the Petitioner 28 documents were marked as Ex. W1 to W28 and on the side of the Respondent/Management 15 documents were marked as Ex. M1 to M15. No one has been examined as a witness on either side.

10. But, as against this, on behalf of the Petitioner it was contended that even the alleged circular in the year 1997 was issued only in those branches where the vacancy existed and not in all branches in the region. Therefore, even according to the bank, the circular restricted to those particular branches where vacancy existed and the persons working in the said branches alone were considered for according special allowance carrying post and the said action is arbitrary, illegal and contrary to the promotion policy. As per the policy decision, the II Party/Management has to offer the post of Head Cashier 'E' to the eligible senior clerks in that Region and only on their refusal, the same can be offered to the persons below them in the seniority list. Therefore, there is no question of calling for applications for the post as alleged. The II Party/Management after having committed an illegality is now trying to justify its action by contending that the concerned workmen did not apply for the post. It is not stated how the said persons namely S/Sri K. J. Khan, S. A. Parasuraman and Natesa Kangan are seniors to the concerned workmen S/Sri K. Venkatesan and N. Neelakantan. In order to substantiate the contention of the Petitioner, the Petitioner Union has produced copy of letter dated 12-2-98 with regard to offer issued to Mr. Liaquat Ali in Trichy Region as Ex. W1. Further the petitioner produced Ex. W2 namely debarment order issued by Regional Office, Trichy to Mr. Liaquat Ali dated 23-3-98. Further, the petitioner produced Ex. W10, W11 and W12 wherein the Regional Office, Trichy has posted Mr. Bhaskaran as Head Cashier 'E' of Endiyur branch on 13th September, 1995. Similarly, on 22-11-97, the

Regional Office, Trichy has posted Mr. C. N. Subbarao working in Mayiladuthurai branch, who is the senior most person in clerical cadre to Sirumangalam branch and on his refusal, he has been debarred for 12 months for the post carrying special allowance as per Ex. W12 and relying on all these documents it is argued their till 27-11-1998 the promotion policy of the Respondent/Management is only according to the seniority and the senior person has been posted as Head Cashier 'E' and on his refusal he was debarred for that post for one year. But, in this case, even from Ex. M7 and M8 without posting the senior-most persons in seniority list, far juniors namely S/Sri K. J. Khan, S. A. Parasuram were posted as Head Clerk 'E' at Veraiyur and Paranj respectively. From this, it is clear that the Respondent/Bank has not followed the promotion policy as per the policy decision prior to 27-11-1998. Further, the Petitioner has produced a circular regarding promotion policy agreement for award staff issued by Central Office dated 27-11-98 as Ex. W3 and the letter addressed to General Secretary of All India Central Bank Employees' Congress with regard to amendments made in promotion policy of the Ward staff as Ex. W4. Further, it is argued, that even under letter addressed to Chairman and Managing Director of Respondent by the Central Bank of India Staff Union dated 27-4-2000, a copy of which is marked as Ex. W4, it is clearly mentioned that under the then provisions for identification of Head Cashiers, clerical staff according to their regional-wise seniority were being called to accept such assignments without calling for their options prior to amendment made in 27-11-1998. Therefore, the appointment of S/Sri K. J. Khan, S. A. Parasuram and Natesa Gangan as Head Clerks is against promotion policy of the respondent/bank.

11. But, again on behalf of the Respondent, it is contended that as per the promotion policy only the willing candidates have been called for and the issue of general circular alone was made with regard to vacancies of post carrying special allowance and only from the eligible clerks who applied for vacancy will alone be considered for applying for relevant criteria. During that period, the concerned employees namely Sri K. Venkatesan and Sri N. Neela Kantan have not applied for post of Head Cashier 'E' and therefore, it cannot be said that their seniority has not been considered in posting as Head Cashier 'E'.

12. But, I find there is no point in the contention of the learned counsel for the Respondent because till 27-11-98 the promotion policy followed by the Respondent Bank is only with regard to region-wise seniority and it is also proved by the Petitioner Union from Ex. W1, W2, W10 and W11. In the year 1997, 1995 and 1998 the Respondent/Bank has posted the senior-most clerks to the post of Head Cashier 'E' and only on their refusal they have been debarred for the post carrying special allowance for 12 months. Under such circumstances, the burden is upon the Respondent/Bank to show that at the relevant point of

time namely when they have posted Sri Raviraman, Mr. Kumariappan and K. J. Khan as Head Cashier 'E' at the places Paranj, Veraiyur and Kalavai Extension Countert to show that even prior to their appointment as Head Cashier 'E' they have called for willingness of the concerned employees namely Sri K. Venkatesan and Sri N. Neelakantan. But, the Respondent/Bank has not produced any document to show that they have called for willingness or appointment of senior-most persons to the post of Head Cashier 'E' in the said places, on the other hand, it is their contention that they have posted only the willing candidates who are willing to act as Head Cashier 'E' in the these places. But, I find there is no point in the contention of the respondent because prior to 27-11-98 the promotion policy agreement for award staff is purely on seniority basis. Therefore, I find the Respondent/Bank has not followed the promotion policy at the relevant point of time.

13. Then again the learned counsel for the Respondent contended that promotion policy agreement made with All India Central Bank Employees Congress and only by that union or its members can enforce and it is not open to Petitioner Association to enforce the promotion policy agreement as they are not party to the said agreement. But I find there is no substance in the contention of the Respondent because it cannot be contended that since the Petitioner Union has not signed the promotion policy agreement, its members cannot claim the benefits under the agreement. I find since there exists only one policy for the entire award staff and it was also admitted that the said promotion policy has been amended as and when there was necessary, it cannot be accepted that the Petitioner Union cannot claim the benefits under the said agreement and the Petitioner Association members are also not entitled to claim the same. It is an admitted fact that the persons S/Sri K. J. Khan, S. A. Parasuram and Nitesa Kangan who are juniors to the concerned employees namely Sri K. Venkatesan and Sri N. Neelakantan and it is also an admitted fact that they have not been called for their willingness to the post of Head Cashier 'E' in the place mentioned by the Respondent/Bank and without calling for their willingness, who were seniors to the persons namely S/Sri K. J. Khan, S. A. Parasuram and Natesa Kangan, the Respondent/Bank has posted these persons as Head Cashier 'E' to the various places. Under such circumstances, I find only to wriggle out the situation now the Respondent/Bank contended that only willing candidates have been posted in these places. As per the promotion policy, at the relevant point of time, the Respondent/Bank has to call for willingness of senior-most employees to be posted as Head Cashier 'E', but it is clear that they have not followed the promotion policy as per the agreement at the relevant point of time.

14. Then again the learned counsel for the Respondent contended that the substantial section of workmen have not authorised the Petitioner Association

to raise the present dispute, in other words, there is no valid industrial dispute with regard to demand made on behalf of the concerned employees namely Sri K. Venkatesan and Sri N. Neelakantan and in the absence of valid industrial dispute, it is bad in law to refer the dispute for adjudication. But, as against this, the learned counsel for the Petitioner contended that II Party/Management have not chosen to raise this plea of espousal of dispute by the I Party during the conciliation proceedings has now for the first time raised the plea as an afterthought, which is not valid in law, I find much force in the contention of the learned counsel for the Petitioner because the respondent has not raised this plea at the time of conciliation proceedings, it cannot take this stand before this Tribunal.

15. Therefore, on consideration of the entire documents, evidence in this case and arguments advanced by the learned counsel on either side, I find instead of adopting the promotion policy as envisaged in the agreement, the Respondent/Bank on its own offered the posts to junior employees in the seniority list and denied the concerned employees Sri K. Venkatesan and Sri N. Neelakantan who are actually entitled to the post of Head Cashier 'E' at the relevant point of time, which is not valid in law. As such, I find this point in favour of the Petitioner Union.

Point No. 2 :—

The next point to be decided in this case is to what relief the Petitioner is entitled?

16. In view of my foregoing findings that the claim of Petitioner with regard to Sri K. Venkataesan and Sri N. Neelakantan for payment of special allowance from the date when their juniors were promoted as Head Cashier 'E' is legal and justified, I find the concerned employees are entitled to the relief as prayed for by the Petitioner Union. No Costs.

17. Thus the reference is answered accordingly.

(Dictated to the P. A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 18th August, 2004.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

On either side : None

Documents marked :—

For the I Party/Claimant :—

Ex. No.	Date	Description
W1	12-02-98	Xerox copy of the offer letter issued to Mr. Liaquat Ali.
W2	23-03-98	Xerox copy of the debarment order issued by regional office, Trichy to Liaquat Ali.
W3	27-11-98	Xerox copy of the circular regarding promotion policy agreement for award staff issued by Central Office.

W4	06-01-00	Xerox copy of the letter of Respondent to General Secretary of all India Central Bank Employees Congress regarding amendments made in PPA.
W5	27-04-00	Xerox copy of the letter addressed to Chairman & Managing Director of Respondent by Central Bank of India Staff Union.
W6	17-07-00	Xerox copy of the letter from Regional office of Respondent to I Party.
W7	14-08-00	Xerox copy of the letter from I Party to II party.
W8	03-07-01	Xerox copy of the letter from I Party to ALC (c)
W9	13-09-01	Xerox copy of the letter from I Party to ALC.
W10	13-09-95	Xerox copy of the letter from Regional Office, Trichy to Pidagam Branch.
W11	22-11-97	Xerox copy of the letter from Regional Office, Trichy to Mayiladuthurai Branch
W12	27-11-97	Xerox copy of the letter from Regional Office, Trichy to Mayiladuthurai Branch.
W13	22-06-96	Xerox copy of the circular from Regional Manager, Chennai enclosing clerical seniority list as on 1-1-96.
W14	28-05-98	Xerox copy of the circular from Regional Manager Chennai enclosing clerical seniority list as on 1-1-98.
W15	14-01-00	Xerox copy of the circular from Regional Manager Chennai enclosing clerical seniority list as on 1-1-99.
W16	18-01-00	Xerox copy of the circular from Regional Manager Chennai enclosing amended clerical seniority list as on 1-1-99.
W17	24-01-00	Xerox copy of the circular from Regional Manager Chennai enclosing clerical seniority list.
W18	Nil	Xerox copy of the clerical seniority list of Trichy region as on 1-1-95.
W19	Nil	Xerox copy of the clerical seniority list of Trichy Region as on 1-1-96.
W20	Nil	Xerox copy of the clerical seniority list of Trichy Region as on 1-1-97.
W21	Nil	Xerox copy of the clerical seniority list of Trichy Region as on 1-1-98.
W22	Nil	Xerox copy of the clerical seniority list of Trichy Region as on 1-1-99.
W23	25-9-99	Xerox copy of the circular regarding combined seniority list of clerical staff as on 1-1-99.
W24	27-10-99	Xerox copy of the letter from Sri K. Venkatesan to Regional Manager, Chennai.
W25	09-11-99	Xerox copy of the letter from I Party/ Union to Regional Manager.

W26	02-11-99	Xerox copy of the letter from Sri N. Neelakantan to Regional Manager.
W27	24-01-00	Xerox copy of the letter from K. Venkatesan to Senior Manager of NBO cell.
W28	05-05-00	Xerox copy of the letter from I Party/ union to General Manager, Z.O. Chennai.

For the II Party/Management :—

Ex. No.	Date	Description
M1	08-01-90	Xerox copy of the circular regarding promotion policy for award staff-Memorandum of agreement dt. 20-12-75
M2	24-12-90	Xerox copy of the memorandum regarding posting of Kumarappan as head Cashier C at Paranjji.
M3	25-03-91	Xerox copy of the memo regarding posting of Kumarappan as Head Cashier E at Kilsirupakkam.
M4	25-04-91	Xerox copy of the memo for posting of Raviraman as Head Cashier C at Paranjji Branch.
M5	26-12-91	Xerox copy of the memo for posting of Sri G. Ravi Raman as Head Cashier E at Veraiyur Branch.
M6	31-01-97	Xerox copy of the circular regarding posting of Head Cashier E.
M7	04-04-97	Xerox copy of the memo regarding designation of K.J. Khan as Head Cashier E
M8	21-06-97	Xerox copy of the memo regarding designation of S.A. Parasuram as Head Cashier E at Paranjji Branch.
M9	19-06-99	Xerox copy of the memo regarding designating Sri N. Neelakantan as Head Cashier 'C'.
M10	08-09-01	Xerox copy of the memo regarding designating Sri N. Neelakantan as Head Cashier 'E' at Royapettah Branch.
M11	12-09-01	Xerox copy of the letter of Sri K. Venkatesan to Respondent/Bank not accepting the post of Head Cashier 'E' at Kelambakkam Branch.
M12	20-09-01	Xerox copy of the debarment letter issued by Respondent/Bank to Sri K. Venkatesan.
M13	17-09-01	Xerox copy of the memo issued to K. Venkatesan By Respondent/ Management.
M14	12-09-01	Xerox copy of the letter of Branch Manager Broadway branch to Personnel Department.
M15	12-09-01	Xerox copy of the letter from Sri K. Venkatesan to Regional Manager, Chennai.

नई दिल्ली, 11 अक्टूबर, 2004

का.आ. 2806.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 6/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-04 को प्राप्त हुआ था।

[सं० एल-12011/157/2002-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 11th October, 2004

S.O. 2806.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/2003 of the Central Govt. Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of Central Bank of India and their workmen, which was received by the Central Government on 11-10-04.

[No. L-12011/157/2002-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI

Wednesday, the 18th August, 2004

PRESENT:

K. JAYARAMAN, Presiding Officer

Industrial Dispute No. 6/2003

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Central Bank of India and their workmen)

BETWEEN:

The General Secretary, : I Party/Claimant
Central Bank of India
Staff Union, Chennai

AND

The Regional Manager, : II Party/Management
Central Bank of India.
Chennai

Appearance:

For the Claimant : M/s. K.M. Ramesh,
V. Pasumpon &
A Gunaseelan,
Advocates

For the Management : M/s. T.S. Gopalan & Co.
Advocates.

AWARD

The Central Government, Ministry of Labour vide Order No. L-12011/157/2002-IR(B-II) dated 10-12-2002 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the claim of the Central Bank of India Employees’ Union for payment of arrears to Smt. Aminabee, Part Time Safai Karmachari in view of alleged wrong fixation of seniority by the management of Central Bank of India is legal and justified? If not, what relief is the workman entitled to?”

2. After the receipt of the reference, it was taken on file as I.D. No. 6/2003 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner Union in the Claim Statement are briefly as follows :—

The Petitioner Union is espousing the cause of the concerned workman by name Mrs. Aminabee who joined the services of the Respondent/Management on 10-5-77 as Part Time Safai karmachari as Broadway branch. When the branch was shifted to new premises with a floor area of 2255 sq. ft she was paid only 1/3rd wages, whereas ½ wages had to be paid to her at per Respondent/Bank’s policy. The said workman was transferred to N.B. Office on 1-2-88 and the incumbent at Broadway branch was appointed at ½ wages. This shows even though the concerned workman was entitled to ½ wages she had been denied the same for the reasons only known to the Respondent/Bank. The concerned workman had worked from 1-2-88 to 31-10-89 at NBO having a floor area of 4421 sq. ft. Even though she was entitled and eligible for full wages in terms of Central Office policy she was paid only 1/3rd wages. Thereafter, the concerned employee was transferred to Addison building branch from 1-11-89 on ½ wages and again transferred to N.B.O. on 3/4th wages from 9-4-99. Even in the letter dated 26-11-89, it has been categorically stated that Regional Offices shall maintain a stationwise seniority list of part time employees working in stations/cities where there are more than one branch and fill up vacancies that may arise in accordance with the said seniority. The

Petitioner says that seniority of concerned workman Smt. Aminabee has been overlooked in total violation of instructions issued by the Zonal Manager of the Respondent/Bank, which is highly irregular, illegal and unjustified. Therefore, the Petitioner Union raised the industrial dispute before the labour authorities and on its failure, the Govt, has referred the dispute to this Tribunal. Hence, the Respondent/Management is not following the seniority list and not paying the respective scale wages to the concerned workman, which is totally arbitrary, illegal and unjustified. Therefore, the Petitioner Union prays that an award may be passed directing the Respondent/Bank to rectify the defect and to restore her seniority with all other attendant benefits.

4. As against this, the Respondent in its Counter Statement contended that the Petitioner Union is put to strict proof of its representative character as well as authority to take up the cause of the concerned workmen and raise an industrial dispute. In other words, there is no valid industrial dispute with regard to the demand made on behalf of Smt. Aminabee. The wages and allowances for the part time workmen were originally fixed having regard to the hours of work performed by them in a week. By a settlement dated 19-10-66 the wages of part time workmen were fixed on hour basis. In the year 1988, the wages of part time workmen were revised fixing such wages and wages were fixed taking into consideration the area of office also as also the number of hours per week. In the circular dated 26-5-99 Zonal Office suggested the Regional Office to maintain station-wise seniority list of part time employees working in stations where there are more than one branch and vacancies that may arise shall be filled up in accordance with the said seniority. No doubt the concerned PTSK joined the Broadway branch in the year 1975 and as it was a small branch the hours of work was less than three hours per week. Therefore, the respondent/bank paid her an ad-hoc wage. When the Broadway branch was shifted to a larger premises in the year 1979, in view of increase in the working hours, she was paid 1/3rd scale wages w.e.f. 1-1-79. On 1-2-88 she was transferred at her request to NBO which was functioning in Sakthi Towers, Anna Salai. As the area to be cleaned by the concerned PTSK was less than 1500 sq. ft she continued to draw 1/3rd wages. When a vacancy arose for 1/2 scale wages in Addison building branch, in terms of circular dated 26-5-89 the concerned PTSK was elevated and transferred to Addison building branch on 1/2 wages from 1-11-89. In the year 1999, the non-business office area has been increased by adding canteen area and the total area being 4500 sq. ft. 3/4th wages became payable to PTSK. When the vacancy of PTSK on 3/4th scale arose in 1999, based on the seniority, the concerned PTSK was made 3/4th wage and transferred to NBO and on 6-7-2001, she was elevated to full scale wages. Therefore, it cannot be said that she was denied scale wages based on seniority. Since the Broadway branch was shifted in the year 1978-79

and as scale of wages to PTSK based on hours of work, there was no scope to pay wages based on area of office. Therefore, it cannot be said that the concerned workman was entitled to 1/2 wages from 1979. In February, 1988 the concerned PTSK was on her request transferred from Broadway branch to NBO and similarly on request Mrs. Vijaya, who was working in that branch was transferred to Broadway branch and Mrs. Vijaya was paid only 1/3rd wages when she was working in NBO. After her transfer to Broadway branch w.e.f. 2-4-88 she was paid 1/2 wages on the area of Broadway branch in terms of circular dated 2-4-88. When the circular dated 2-4-88 was issued revising the wages of PTSK the concerned PTSK was not working in Broadway branch. The elevation of PTSK and on posts on seniority basis for higher scale of wages was introduced only from 26-5-89. The concerned employee was made 3/4th scale wages from 31-3-89 and not from 9-4-89. The person mentioned in claim statement Mrs. Senthamarai was directly appointed on 28-11-88 in Washermenpet branch in which she was drawn 1/2 scale wages and therefore, she was given the scale of pay. At that time, the application for seniority list in the matter of PTSK on different scale and wages was not available. Therefore, there was no mistake in fixing the scale of wages to the concerned PTSK. Hence, the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner Union in its rejoinder contended that it is curious that the Respondent/Management having not chosen to raise the plea of espousal of dispute by I Party/Union during the conciliation proceedings has now for the first time raised the plea as an afterthought and it is not maintainable. In terms of circular dated 2-4-88 for area measuring 1501 to 3000 sq. ft. wages payable to PTSK is 1/2 of scale wages. The Broadway branch in Chennai region the area measured as per lease deed is 2255 sq. ft. and therefore, the concerned workman should have been paid 1/2 scale wages. On the other hand, she was paid only 1/3 scale wages. However, subsequent incumbent PTSK of Broadway branch was paid 1/2 scale wages. The area with regard to NBO is 4421 + passage area of 110 sq. ft. and since it was more than 4500 sq. ft. as per the circular dated 2-4-88, the PTSK has to be paid full scale wages. However, in utter disregard of above circular the concerned workman was paid only 1/3rd wages in NBO. The Petitioner says that PTSK employed in China Bazaar branch and Periamet branch are members of rival union and the II Party favoured the rival union by paying full time scale wages, half scale wages in contravention of the policy. Therefore, the respondent who is adopting double standard and it is nothing but unfair labour practice. On 22nd, 23rd May, 2000 the Central Office has clearly admitted that PTSK wages are fixed as per floor area only. Therefore, the stand taken by the respondent in counter statement runs counter to the agreed minutes. Hence, for all these reasons, the Petitioner prays that award may be passed in favour of the Petitioner.

6. In these circumstances, the point for my determination is—

- (i) "Whether the claim of Petitioner Union for payment of arrears to Smt. Aminabee, Part Time Safai Karmachari, in view of the alleged wrong fixation of seniority by the Respondent/Management is legal and justified?"
- (ii) "To what relief the concerned employee is entitled?"

Point No. 1 :—

7. The grievance of the Petitioner Union is that the concerned workman Smt. Aminabee joined the services of the Respondent/Management on 10-5-1977 as Part Time Safaikaramachari, at Broadway branch and when the said branch was shifted to new premises with floor area of 2255 sq. ft., she was paid only 1/3rd wages whereas, 1/2 wages had to be paid to her as per the policy of the Respondent/Bank and subsequently, the concerned workman was transferred to non-banking office from 1-2-1988 and the incumbent of the Broadway branch was appointed at 1/2 wages. Even though the concerned workman was entitled to 1/2 wages, she has been denied the same for the reasons only known to the Respondent/Management. Then, the concerned workman had worked from 1-2-1988 to 31-10-1989 at NBO having floor area of 4421 sq. ft. besides the area she has to sweep and clean passage also. Though, she was also entitled and eligible for full wages in terms of policy of the Respondent/Management, she was paid only 1/3rd wages. Then, again the concerned workman was transferred to Addison Building branch from 1-11-1989 on 1/2 wages and again transferred to NBO on 3/4th wages from 9-4-1999. It has been the policy of the Respondent/Management to absorb lump sum wage earners in 1/3rd wages, then 1/2 wages and 3/4th wages and full time scale wages of Part Time Safaikaramacharis. Further, the Respondent/Management maintains seniority list of Part Time Safai karamacharis. But the seniority of the concerned workman has been overlooked in total violation of instructions issued by Zonal Manager of the Respondent/Bank. Therefore, the concerned workman was denied the benefit of seniority and scale wages as per the policy of the Respondent/Bank which highly irregular, illegal and therefore, they have raised this dispute.

8. On the other hand, on behalf of the Respondent it was contended that the concerned workman joined the Broadway branch in the year 1975 and at that time, it was a small branch and hours of work was less than three hours per week. Therefore, the bank paid her an ad hoc wages. When the Broadway branch was shifted to larger premises in the year 1979, she was paid 1/3rd scale wages w.e.f. 1-1-1979. But on 1-2-1988 she was transferred at her request to non-business office which was functioning in Shakti towers, Anna Salai. The said building was occupied by

other banks and there is canteen premises and for common area, the landlord provided cleaning service. As the area to be cleaned by the concerned Part Time Safaikaramachari namely Smt. Aminabee was less than 1500 sq. ft., she continued to draw 1/3rd wages. When the vacancy for the post of part-time sweeper on 1/2 scale wages arose in Addison building branch in terms of circular dated 26-5-1989, the concerned Part Time Safaikaramachari was elevated and transferred to the Addison building branch in 1/2 wages from 1-11-1989. Further even in the year 1999 the canteen area of non-business office area and common area of ground floor was treated as part of office area and the total area being 1421 sq. ft., 3/4th wages became payable to the concerned workman. When the vacancy of Part Time Safaikaramachari on 3/4th scale wages arose in 1999 based on the seniority, the concerned workman was made on 3/4th scale wages and transferred to NBO. Subsequently, on 6-7-2001 she was elevated to full scale wages. Hence, the concerned workman namely Smt. Aminabee was paid whatever legitimate wages due to her in terms of Bipartite Settlement and therefore, it cannot be said that she was denied scale wages based on seniority. Further, it was contended that on behalf of the Respondent that Broadway branch was shifted in the year 1978-79. As the scale of wages to Part Time Safaikaramachari was based on hours of work, there was no scope to pay wages based on the area of office. Therefore, it cannot be said that the concerned workman was entitled to 1/2 wages from 1979. Further, in February, 1998 the concerned workman Smt. Aminabee was on her request transferred from Broadway branch to NBO and similarly on request one Mrs. Vijaya was transferred from NBO to Broadway branch. Mrs. Vijaya was paid 1/3rd wages when she was working in NBO, after her transfer to Broadway branch i.e. From 2-4-1998 she was paid 1/2 wages based on the area of the Broadway branch in terms of circular dated 2-4-1988. Further, when the circular dated 2-4-88 was issued revising the wages of Part Time Safaikaramachari the concerned workman Smt. Aminabee was not working in Broadway branch, therefore, she was not paid 1/2 scale wages. Further, it is not correct to say that NBO area was more than 4421 as alleged by the Petitioner at the time when the concerned workman was transferred to NBO, at that time, it was only less than 1500 sq. ft. which warranted the payment of only 1/3rd wages. Further, it is contended on behalf of the Respondent that elevation of Part Time Safaikaramachari and posts on seniority basis for higher scale wages was introduced only from 26-5-1989 i.e. under Ex. W2, therefore, it is futile to contend that the juniors to the concerned workman were paid 3/4th scale wages and full scale wages even before the concerned workman received the said wages because the concerned Part Time Safaikaramachari Smt. Aminabee was made on 3/4th scale wages from 31-3-1989. Smt. Senthamarai one of the Part Time Safaikaramacharis appointed subsequent to the appointment of concerned workman was directly appointed on 28-11-1988 in

Washermenpet branch in which she has drawn 1/2 scale wages and therefore, she was paid 3/4th even prior to the pay of the concerned workman. At that time the application for seniority list in the matter of Part Time Safaikaramachari on different scale and wages was not available. Therefore, the Respondent stated that there was no mistake in fixing the scale of wages to the concerned Part Time Safaikaramachari and therefore, the claim of the Petitioner Union is not valid.

9. On the side of the Petitioner Union documents Ex. W1 to W7 namely xerox copy of the circular dated 2-4-1988 and the xerox copy of the circular dated 26-5-1989 and 14-3-1990 were marked as W1 to W3 respectively. Xerox copy of the floor area of non-business office of the Respondent/Bank was marked as Ex. W4. Xerox copy of the floor area measured as per lease deed of all branches in Chennai Region was marked as Ex. W5. The copy of seniority list of Part Time Safaikaramachari as on 30-6-01 in Chennai city was marked as Ex. W6 and the xerox copy of the minutes of joint discussion held between All India Central Bank Employees' Congress and Respondent/Management was marked as Ex. W7. On the other hand, on the side of the Respondent/Management, the Bipartite Settlement entered into between the Respondent/Management and Banks represented by Indian Banks Association etc. with All India Banking Employees Federation was marked as Ex. M1. Xerox copy of the letter of the concerned workman Smt. Aminabee to II Party/Management regarding request for transfer to Teynampet branch was marked as Ex. M2. Copy of the appointment order issued to concerned workman dated 3-8-1979 is marked as Ex. M3. Again, the letter of the concerned employee to the II Party/Management regarding request for transfer to NBO is marked as Ex. M4. Copy of transfer order to NBO issued to concerned employee is marked as Ex. M5. Xerox copy of the memo designating as Part Time Safaikaramachari in 1/2 scale wages in Addison Building branch is marked as Ex. M6. Xerox copy of the memorandum dated 26-10-1989 designating the concerned employee as part-time sweeper on 1/2 scale wages at Addison building on is marked as Ex. M8. Similarly copy of the memo dated 27-6-2001 designating the concerned employee as full time Safaikaramachari at Zonal Office is marked as Ex. M9.

10. It is clearly admitted that before 2-4-1988 the Part Time Safaikaramacharis were paid salary as per the hours of work they have worked in a week. Only after 2-4-1988 the area of office to be cleaned and number of hours per week also calculated for claiming the salary of Part Time Safaikaramachari. It is also admitted that from 26-5-89 under Ex. W2 the circular was issued with regard to their seniority and the Regional Office was directed to maintain station-wise seniority list of part-time employees working in stations and where there are more than one branch to fill up the vacancies that may arise in accordance with the said

seniority. The 3/4th scale vacancies will be filled up with senior-most employees who are drawing 1/2 scale wages. The vacancies of 1/2 scale and 1/3rd wages was filled up in a similar fashion from the senior-most employees working in lower grade. Under such circumstances, I find there is no substance in the contention of the learned counsel for the Petitioner because as stated by the Respondent counsel that when the concerned employee was working in Broadway branch she was paid only 1/3rd scale wages as per the hours of work. Before, 2-4-1988 she was transferred at her request to NBO and therefore, she was again paid only 1/3rd scale wages. Therefore, I find there is no substance in the contention of the Petitioner that she is entitled to 1/2 scale wages even while she was working in Broadway branch. Similarly, the learned counsel for the Petitioner contended that at NBO floor area is more than 4421 sq. ft and therefore, the concerned employee is entitled to full scale wages. But, here again I find there is no substance in the contention of the learned counsel for the Petitioner because the floor area consisting of more than 4501 sq. ft. alone is entitled for full scale wages. In this case, it is the case of the Respondent when the concerned employee was transferred to NBO floor area was less than 1500 sq. ft. and was continued to draw only 1/3rd scale wages and after 26-5-1989, when the vacancy for the post of Part Time Safaikaramachari on 1/2 scale wages arose in Addison building branch, she was elevated and posted in Addison building branch on 1/2 scale wages. Therefore, it cannot be said she was denied the scale of pay wages based on seniority or floor area. Further, it is the contention of the Respondent/Management that while Mrs. Senthamarai was directly appointed on 26-11-1988 she was paid on floor area basis because as per 2-4-88 circular she was appointed in 1/2 scale wages on the floor area and at that time the application for seniority list in the matter of Part Time Safaikaramachari on different scales and wages were not available and only on 26-5-1989, the seniority list was maintained by the Regional Office and therefore, the Petitioner Union cannot have any grievance over the same. I find much force in the contention of the learned counsel for the Respondent. Further, it is argued on behalf of the Respondent that the concerned employee was transferred from Broadway branch to NBO only on her request and therefore, she was paid only 1/3rd wages and it cannot be questioned because in the same order namely Ex. M5 it is clearly mentioned that the concerned employee was transferred to NBO, Chennai in the same capacity that means on the 1/3rd scale wages and it was not questioned by the concerned employee at the time of transfer and therefore, she should not have any grievance after a long lapse of time.

11. Here again, I find some force in the contention of the learned counsel for the Respondent. I find after issuance of all the circulars, now the Petitioner Union wanted to take advantage of the circulars and raised this dispute that the concerned employee's seniority has been

overlooked and the wages fixed by the Respondent/Bank is not correct. But, on perusing the documents produced on either side, I come to the conclusion that there cannot be any grievance with regard to fixation of salary to concerned employee and also fixation of 1/2 scale wages and 3/4th scale wages by the Respondent/Management. As such, I find this point against the Petitioner Union.

Point No. 2 :—

The next point to be decided in this case is to what relief the Petitioner is entitled?

12. In view of my foregoing findings that the scale wages fixed by the Respondent/Management and also the fixation of seniority by the Respondent/Management is legal and justified, I find concerned employee Smt. Aminabee is not entitled to any relief in this case. No Costs.

13. Thus the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 18th August, 2004.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

On either side : None

Documents Marked :—

For the I Party/Claimant :—

Ex. No.	Date	Description
W1	02-04-88	Xerox copy of the circular issued by Respondent Regarding payment of wages to Part Time Safai Karamachari
W2	26-05-89	Xerox copy of the letter from Zonal Office to Regional Office of II Party/Management
W3	14-03-90	Xerox copy of the Central Office circular regarding Selection of Part Time Safai Karamachari.
W4	Nil	Xerox copy of the first floor area of NBO of II Party/Management
W5	Nil	Xerox copy of the floor area measured as per lease Deed of all branch of II Party/Management in Chennai Region
W6	Nil	Xerox copy of the seniority list of Part Time Safai Karamachari in branches of II Party/Management As on 30-6-01 in Chennai city.

W7	22/23-5.00	Xerox copy of the minutes of joint discussions held Between All India Central Bank Employees' Congress & II Party/Management
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For the II Party/Management :—

Ex. No.	Date	Description
M1	19-10-66	Xerox copy of the Bipartite Settlement
M2	10-01-70	Xerox copy of the letter of concerned workman. Regarding request for transfer to Teynampet branch.
M3	03-08-79	Xerox copy of the probationary appointment order Issued to concerned workman.
M4	08-06-87	Xerox copy of the letter from concerned workman to Respondent regarding transfer to NBO.
M5	25-01-88	Xerox copy of the transfer order to concerned workman To NBO.
M6	02-09-89	Xerox copy of the memo designating concerned workman as Part Time Safai Karamachari on 1/2 scale wages.
M7	26-10-89	Xerox copy of the memo designating concerned workman as part-time sweeper on 1/2 wages at Addison building.
M8	31-03-99	Xerox copy of the memo designating concerned workman as Part Time Safaikaramachari on 3/4 scale wages.
M9	29-06-01	Xerox copy of the memo designating concerned employee as full time Safai Karamachari at Z.O.
M10	04-08-98	Xerox copy of the circular of Ministry of Finance regarding appointment/conversion of sweepers to the post of peon.

नई दिल्ली, 11 अक्टूबर, 2004

का.आ. 2807.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक

अधिकरण पटना के पंचाट (संदर्भ संख्या 260/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-10-2004 को प्राप्त हुआ था।

[सं० एल-12012/5/2003-आई. आर. (बी-1)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 11th October, 2004

S.O. 2807.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. Case No. 260/2003) of the Indus. Tribunal, Patna now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of Bikaner & Jaipur and their workman, which was received by the Central Government on 09-10-2004.

[No. L-12012/5/2003—IR (B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

Reference Case No. 260 of 2003

Management of State Bank of Bikaner and Jaipur, Head Office Tilak Marg, Jaipur (Rajasthan) and their workman Sri Awadhesh Kumar Sinha represented by State Bank of Bikaner & Jaipur Workers Organisation, Patna (Bihar).

For the Management : Sh. Hari Dasan, E.V.K.
For the Workman : Sri Awadhesh Kumar Sinha.
Present : Priya Saran, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, dated the 4th October, 2004

By the adjudication order No. L-12012/5/2003-IR (B-I) dated 06-06-2003, the Government of India, Ministry of Labour, New Delhi has referred, under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter to be referred to as 'the Act'), the following dispute between the management of State Bank of Bikaner & Jaipur, Head Office Tilak Marg (Rajasthan) and their workman Shri Awadhesh Kumar Sinha, Represented by State Bank of Bikaner and Jaipur Worker's Organisation, Patna for adjudication to this Tribunal :

"Whether the action of the management of State Bank of Bikaner and Jaipur, Patna Regional Office in not promoting Shri Awadesh Kumar Sinha, Clerk-cum-

Cashier by ignoring his seniority and also not complying with the provisions of para 529 of Sastry Award, justified? If not, to what relief the workman is entitled to?"

2. Both the parties have filed written statement, adduced evidence and contested the reference. The case of worker Sri Awadesh Kumar Sinha (For short 'Worker'), in brief, is that he joined State Bank of Bikaner and Jaipur, Tundee Branch as Clerk-cum-Typist on 1-6-1987. He was transferred to Regional Office, Patna and joined there on 1-1-1990. He passed Indian Institute of Banker's Examination of C.A. II B-Part-I in July, 1993 and became eligible to participate in promotional test for Officers under Junior Management Grade Scale-I under group B channel of promotion. The worker in view of Bank's Circular dated 22-7-1994 submitted an application for promotion and appeared at the written test. He appeared at subsequent promotional tests as well in all for 5 times from 1994 to 1998 but was never selected in spite of his excellent performance. Several Union persons of Rajasthan were promoted. It is further stated in the written statement that the management invited candidates only twice the number of vacancies in violation of its circular. The worker made representations but marks obtained by him were not supplied. Aggrieved by management's action in not promoting him, which is alleged to be unjustified, the worker has prayed for an Award in his favour for promotion and seniority w.e.f. 1-12-1994 with allied benefits.

3. The management of State Bank of Bikaner and Jaipur (For short 'Management' has, *inter alia*, disclaimed in the written statement, worker's allegations briefly stating that though he appeared every year at the written test for promotion from 1994 to 1998 but did not qualify even once and so, never became eligible for interview and promotion. The post of Junior Management Grade Scale-I was a selection post based on written test and interview and not solely upon seniority. Those who qualified at the written test were called for interview and thereafter qualified persons were promoted in accordance with seniority. The worker took the written test continuously for 5 times but never qualified and therefore, neither called for interview nor was promoted. It is further stated in written statement that the 'State' was nothing to do with promotion. Worker's performance was not excellent and there is no provision to provide a candidate his marks obtained at the test and it was accordingly not furnished to him. The management's action is as per law and norms and there is no ground to challenge it.

4. The dispute thus relates to worker's non-promotion to J.M.G. Scale-I. Worker's allegation against the management is that he was not promoted by ignoring his seniority besides non-compliance of provisions of para 529 of Sastry Award. Present reference is also in the same terms. Let us now examine on the basis of materials on record as to what extend allegations aforesaid are justified.

5. The parties have examined one witness each. MW1-N.S. Dahiya is for the management, while WW1-Sri Awadhesh Kumar Sinha for the other side is worker himself. They have given statements on oath against oath. Parties have also filed certain documents. Exts. W to W-17 are of worker, whereas Exts. M to M9 have been filed by the management. As the nature of the case is, its result would mainly base on documents.

6. The worker is admittedly an Award Staff of S.B.B.J. with his placement in Patna. He passed C.A. II B-Part-I examination in July, 1993 and became eligible for consideration to promotion in J.M.G. Scale-I under Group B Channel as per circular letter dated 22-7-1994 of the Bank (Ext. W/3 and Ext. M/1). The process of selection for Group-B, candidates as noted in the circular underlines that it is necessary to qualify the written test and interview separately and the candidates not exceeding three times the number of vacancies will be called for interview. Ext. M/2 (Circular letter dated 18-8-1994 with annexure) was issued by the Bank in continuation of former circular with certain modification in the promotion policy, whereby the number of successful candidates in Group A & B called for interview would be one and half times of the number of notified vacancies. Above two documents are quite important and present a frame work with guidelines and process for promotion to J.M. G. Scale-I for Group B candidates to which the worker belongs.

7. It may also be noted that a settlement was arrived at between the Management and the Employee's Association with agreement dated 28-6-1994 (Exts. M and W/4) with regards to filling up vacancies in J.M.G. Scale-I by promotion. The worker though submitted during argument that the copies of the agreement were not sent to different authorities as required under Rules, and so, is not in conformity with law, but he has never disputed the correctness of this agreement rather availed repeated chances for promotion year after year and appeared at written test from 1994 to 1998 conducted by the Bank pursuant thereto. He is blowing hot and cold both at the same time and appears to be under colossal confusion.

8. Exts. W, W/1 and W/2 are advertisement and bank's letters regarding Worker's initial appointment in Clerical Cadre. W/5 is the extract of para 529 of Sastry Award and W/7 are Rules 7 and 8/A of I.D. Rules. Ext. W/6 (letter expressing non-availability of settlement in bank's office). Ext. W/8 (Extract of Policy for promotion as Special Assistant. Exts. W/13 and W/14 (the list of J.M.G. Scale-I Officers promoted to next higher Scale), Ext. W/3 (Federation's letter to Bank's Managing Director expressing lack in balance concept in promotion), Ext. W/16 (Bank's Publication showing Zone and Segment wise growth) and Ext. W/17 (Authority's structure to consider appeals against non-promotion) are some of the documents filed by the worker which practically carry no

relevance so far the case on hand is concerned and need not require any further mention.

9. It is claimed by the worker that his seniority was ignored and many juniors to him have been promoted. It is pretty clear from Exts. M and W/4, M/1 and W/3 and M/2 that eligible employees of Group B such as worker, were to be promoted to J.M.G. Scale-I on getting through written test and interview and it was necessary at the same time to qualify both separately. It thus means that seniority was not the sole criterion for promotion. Seniority does not appear to have an exclusive role in the present case and the candidates found meritorious and suitable at test were promoted. MW1's statement in para 16 is very much clear on this point.

10. The worker in his testimony and argument has tried to emphasise in vain that he was not promoted on account of discrimination and the employees from States other than Rajasthan were ignored by the management. He pointed towards Exts. W/9 and W/10 and also W/15 in his support. The management on the contrary has filed lists of promoted candidates. (Exts. M/3 to M/7) during 1994 to 1999 to show that candidates apart from Rajasthan were also promoted. MW1 too indicates that the promotion is not awarded on regional basis. When percentage of Bank's branches are in Rajasthan, there would be naturally more persons from there in promotion list. Worker himself admits in written statement that 85% of the Branches are in Rajasthan. There appears to be hardly any merit in this contention.

11. It is also alleged by the worker that his representation was not considered by the management nor he was supplied the marks although he had done excellent at the examination. Ext. M/9, a circular letter dated 7-1-98, clearly states that there is no provision of appeal against non-promotion to J.M.G. Scale-I, nor the worker could show that it was obligatory for the management to supply marks. This allegation also is without any basis.

12. From above, it may be well inferred that pursuant of an agreement (Exts. M and M/4) the Bank issued circular letters Exts. M/1 and M/2 thereby inviting applications from employees to fill up some vacancies of J.M.G. Scale-I. The process for selection of candidates was also laid down in circulars whereunder a Group-B candidate was necessarily required to qualify separately at the written test and interview both. The worker took up 1994 test for promotion but did not qualify at the written examination and so, not called for interview. He further availed successive tests upto 1998 but could never clear any written test. He was accordingly not called for interview even once. He though submitted that three times the candidates against notified number of vacancies were to be called for interview but the Bank invited only 23 persons against 12 posts (Para-9 of WW1) and he was thus excluded. This allegation has no legs to stand in view of Annexure-I to Ext. M/2,

which clearly postulates that the number of candidates called for interview will be one and half times of the number of notified vacancies. The management has been within rules in this matter as well.

13. Let us now look to para 529 of Sastry Award, provision whereof has allegedly not been complied with by the Bank in worker's case. Some general norms regarding promotions were made in Sastry Award in this paragraph. It runs as followed :—

“529. We do not think that any hard and fast rules can be laid down in connection with promotions. We are definitely opposed to the suggestion that employee's unions should be consulted in connection with promotions. We do not think that such consultation is likely to be helpful either. While there is no doubt that seniority in service should be one of the most important factors to be taken into account for the purpose, we are unable to agree that mere length of service alone irrespective of efficiency, educational qualifications, character and nature of responsibility required in connection with the vacancies to be filled in, should be the sole or even the main criterion for promotion. Promotion is certainly not a matter which could be made automatic and great deal of discretion by its very nature must rest with the management in this connection. It is not only difficult but very undesirable to lay down any single principle for the exercise of this discretion. In our opinion there must be cases of employees in the banking industry as elsewhere in which efficiency of some employees does not necessarily improve with mere length of service. Nor do all employees in all cases show capacity for work involving higher responsibilities. The apprehension of the employees underlying the demand for length of service to be the sole governing factor for promotion may be due to apprehensions of nepotism and victimisation of employees who take active interest in the trade union movement. No substantial proof of support of this apprehension has been laid before us, and such cases, if any, can be dealt with in other ways or as provided by law. We however direct that even when direct recruitment to particular posts is decided deserving man already in service who come up to the required education should also be enabled to compete for such recruitment by a reasonable relaxation of rules relating to age and other restriction, if any. We further direct that in the case of employees who are not found fit for promotion the decision should be borne out by service records of the employees, and that when a person senior in service is superseded, it should be for good and cogent reasons. We recommend that such an employee should have the right to appeal to the General

Manager or the Managing Director who should consider the appeal with an open mind and revise the decision, if necessary, and that such appeal should not be treated as an act of indiscipline on the part of the employee by the officers under whom the may be working.”

14. It is nowhere postulated in para 529 that seniority should be the exclusive criterion in the matter of promotion thereby ignoring efficiency, educational qualifications, character and nature of responsibility required in connection with vacancies to be filled up. It has been well acknowledged here also that promotion is not an automatic process instead enough discretion must rest with the management in this connection.

15. It however appears from a careful reading of para-529 of Award that it mainly concerns to general promotions made on the basis of length of service and not where a separate route is provided to selection on a higher post requiring clearance of written test and interview separately.

16. Para 529 of Sastry Award thus does not appear to play any major role in the present case since promotion of persons to J.M.G. Scale-I from amongst employees has been done altogether under a different Scheme. It is not a general type promotion against length of service alone. The employees fulfilling eligibility criteria are to be considered for promotion to J.M.G. Scale-I and they have to successfully pass through a certain process i.e. written test, interview etc. to entitle them to selection. With no hesitation, I would say that Sastry Award in para-529 has not been flouted by the management from any angle whatsoever. Worker seems to be entirely misconceived on this front as well. Moreover, it is settled law that promotion can not be claimed as of right. And further, all things being equal seniority shall then count for promotion.

17. While concluding, I would say with all firmness on the strength of materials on record and discussions above that it nowhere indicates that worker's seniority was ignored and provisions of Sastry Award violated by the management in the matter of his promotion. The evidence does not display that the worker was put to suffer on account of any discrimination and partisan, at the hands of the management. Worker since adopted a different route to promotion he was required to undergo all the formalities made therefore. General principles or norms for promotions on account of length of service have no application in such cases. As he failed to clear written test, the worker was rightly not called for interview in view of concerned circulars. I do not find any ground for the sustenance of worker's allegations whatsoever.

18. In view of all above, I come to irresistible conclusion and hold as such that the worker Sri Awadhesh

Kumar Sinha has got no case and the management's action in not promoting him with allegations of ignoring his seniority and non-compliance of provisions of para-529 of Sastry Award is not liable to be challenged. And, the worker is not entitled to any relief, under present reference.

19. Award accordingly.

PRIYA SARAN, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2004

का.आ. 2808.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 120/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2004 को प्राप्त हुआ था।

[सं० एल-12011/82/2003-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 11th October, 2004

S.O. 2808.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.120/2003) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of Indian Bank and their workmen, which was received by the Central Government on 11-10-2004.

[No. L-12011/82/2003-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 23rd September, 2004

PRESENT:

K. JAYARAMAN,
Presiding Officer

Industrial Dispute No. 120/2003

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their workmen].

BETWEEN:

The General Secretary,
Indian Bank Employees'
Association : I Party/Claimant

AND

The Regional Manager,
Indian Bank,
Thiruvannamalai. : II Party/Management

Appearances:

For the Claimant : M/s. D. Hariparanthaman
& V. Ajoy Khose,
Advocates.

For the Management : M/s. King & Partridge,
Advocates.

AWARD

The Central Government, Ministry of Labour vide Notification Order No. L-12011/82/2003-IR(B-II) dated 26-6-2003/18-7-2003 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether it is fact that Shri S. Vinayagamoorthy was engaged as a part-time sweeper during the period from 28-4-94 to 20-1-01 by the management of Indian Bank?” Whether the non-regularisation and termination of Shri Vinayagamoorthy, temporary part-time sweeper by the management of Indian Bank is legal and justified? If not, to what relief is the disputant entitled?”

2. After the receipt of the reference, it was taken on file as I.D. No. 120/2003 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. When the matter is taken up today for enquiry, the counsel for the I Party/Claimant has filed a memo stating that the I Party/Claimant Association wants to withdraw the industrial dispute and hence requests this Tribunal to dismiss the said Industrial Dispute as withdrawn. Memo is recorded.

4. in view of the said memo filed by the counsel for the I Party, the industrial dispute is dismissed as withdrawn. No Costs.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 23rd September, 2004.)

K. JAYARAMAN, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2004

का.आ. 2809.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री फॉर्म के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2004 को प्राप्त हुआ था।

[सं० एल-14012/71/99-आई. आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 12th October, 2004

S.O. 2809.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Pune as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Military Farm and their workmen, which was received by the Central Government on 12-10-2004.

[No. L-14012/71/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE MRS. S. S. SAWANT, PRESIDING
OFFICER, FIRST LABOUR COURT, PUNE

Ref. I. D. A. No. 1 of 2000

BETWEEN:

The Officer Incharge,
Military Farm, Pimpri,
Pune-411 017

...Ist Party

AND

Their workman

...IInd Party

AWARD

This reference is made by Govt. of India/Bharat Sarkar, Ministry of Labour/Shram Mantralaya, New Delhi for adjudication between above parties, as mentioned in the schedule :

SCHEDULE

"Whether the action of the management of Military Dairy Farm, Pimpri, Pune in terminating the services of Shri Sunil Chiman Sungat w.e.f. 1-9-98 is legal and justified? If not, to what relief he is entitled?"

None present from both sides though duly notices served. No. S.C. filed since 24-9-2001. Hence reference is disposed off for want of prosecution by second party.

Pune.

Mrs. S. S. SAWANT, Presiding Officer

Date : 12-7-2004.

नई दिल्ली, 12 अक्टूबर, 2004

का.आ. 2810.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री फॉर्म के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2004 को प्राप्त हुआ था।

[सं० एल-14012/73/99-आई. आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 12th October, 2004

S.O. 2810.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Pune as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Military Farm and their workmen, which was received by the Central Government on 12-10-2004.

[No. L-14012/73/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE MRS. S. S. SAWANT, PRESIDING
OFFICER, FIRST LABOUR COURT, PUNE

Ref. I.D.A. No. 4/2000

The Officer Incharge,
Military Farm, Pimpri,
Pune-17

...Ist Party

AND

Their workman

...IInd Party

AWARD

This reference is made by Govt. of India, Ministry of Labour, Shram Mantralaya, New Delhi for adjudication between above parties, as mentioned in the schedule :

SCHEDULE

"Whether the action of the management of Military Dairy Farm, Pimpri, Pune in terminating the services of Shri Ankush Laxman Alhat w.e.f. 1-9-98 is legal and justified? If not, to what relief he is entitled."

Parties absent. No. S.C. filed since 24-9-2001.

Hence reference is disposed off for want of prosecution by second party

Pune.

Mrs. S. S. SAWANT, Presiding Officer

Date : 12-7-2004.

नई दिल्ली, 12 अक्टूबर, 2004

का०आ० 2811.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री फॉर्म के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2004 को प्राप्त हुआ था।

[सं० एल.-14012/74/99-आई. आर. (डीयू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 12th October, 2004

S.O. 2811.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Military Farm and their workman, which was received by the Central Government on 12-10-2004.

[No. L-14012/74/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

**BEFORE MRS. S. S. SAWANT PRASIDING
OFFICER FIRST LABOUR COURT, PUNE**

Ref. IDA. No. 3/2000

Between :

The Officer Incharge,
Military Farm,
Pimpri, Pune-17.

.... Ist party

And

Their workmen

.... IInd party

AWARD

This reference is made by Govt. of India, Ministry of Labour, Shram Mantralaya, New Delhi for adjudication between above parties, as mentioned in schedule :

SCHEDULE

"Whether the action of the management of Military Dairy Farm, Pimpri, Pune, in terminating the services of Sh. Raju Chiman Sungat w.e.f. 1-9-98 is legal and justified? If not, to what relief he is entitled to?"

Parties absent. No. S.C. filed since 24-9-2000 hence reference is disposed off for want of prosecution by second party.

State : Pune

Dated : 12-7-2004

Mrs. S.S. SAWANT, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2004

का०आ० 2812.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री

फॉर्म के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2004 को प्राप्त हुआ था।

[सं० एल.-14012/72/99-आई. आर. (डीयू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 12th October, 2004

S.O. 2812.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Military Farm and their workman, which was received by the Central Government on 12-10-2004.

[No. L-14012/72/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

**BEFORE MRS. S. S. SAWANT PRASIDING
OFFICER FIRST LABOUR COURT, PUNE**

Ref. IDA. No. 5/2000

Between :

The Officer Incharge,
Military Farm,
Pimpri, Pune-17.

.... Ist party

And

The General Secretary
Military Farm Civilian Workers Union
70 Market Road,
Khadki, Pune-411003

.... IInd party

AWARD

This reference is made by Govt. of India, Central Govt. for adjudication of Industrial Dispute between above parties u/s 10(1) (d) Sub. sec. 2(A) of 1947 to this Court :—

SCHEDULE

"Whether the action of the management of Military Dairy Farm, Pimpri, Pune, in terminating the services of Sh. Balu Baburao Tirkunde w.e.f. 1-9-98 is legal and justified? If not, to what relief he is entitled to?"

Both parties absent though duly served. No. S.C. filed since 24-9-2001. It seems IInd party is not interested in prosecuting the case. Hence reference is disposed off for want of prosecution.

State : Pune

Dated : 12-7-2004

Mrs. S.S. SAWANT, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2004

का०आ० 2813.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पुणे के पंचाट (संदर्भ संख्या 485/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2004 को प्राप्त हुआ था।

[सं० एल.-12012/308/98-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 12th October, 2004

S.O. 2813.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 485/99) of the Industrial Tribunal, Pune (Maharashtra) as shown in the Annexure in the Industrial Dispute between the management of UCO Bank, and their workmen, received by the Central Government on 12-10-2004.

[No. L-12012/308/98-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE MRSS. S. SAWANT,
PRESIDING OFFICER, FIRST LABOUR COURT,
PUNE.**

Ref. IDA. No. 485/99

The Divisional Manager,
UCO, Bank.
Opp. Sangam Press,
Kothrud,
Pune-411029.

.... Ist party

AND

Their workmen

.... IInd party

AWARD

This is a reference made by Central Government for adjudication of industrial dispute between above parties as mentioned in the schedule :—

SCHEDULE

“Whether the action of the management of UCO Bank in relation to its Divisional Office Pune, in non absorption of Sh. K.J. Nagare, Part time Sweeper, Dhule Branch as full time sub-staff in accordance with the management's Circular No. CHO/PAS/16/89 Dt. 19-10-89 is legal and justified? If not, what relief he is entitled to?”

Notices issued and served parties. Ist party filed its W.S. and second party also filed its S.C. Issues are framed at Ex. II. Parties absent. Second party absent. No steps are taken by the second party to proceed with the matter. Hence I have no alternative but to dispose off the reference. Hence reference stands disposed off. Award accordingly.

Pune

Dated : 23-7-2004

Mrs. S.S. SAWANT, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2004

का०आ० 2814.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 71/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2004 को प्राप्त हुआ था।

[सं० एल.-12011/38/2000-आई० आर० (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 12th October, 2004

S.O. 2814.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 71/2000) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. II as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank, and their workmen, received by the Central Government on 12-10-2004.

[No. L-12011/38/2000-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE PRESIDING OFFICER:
CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT-II,
RAJENDRA BHAWAN, GROUND FLOOR,
RAJENDRA PLACE,
NEW DELHI**

PRESIDING OFFICER: R.N. RAI

I.D. No. 71/2000

IN THE MATTER OF:

Sh. Mohar Singh,
Through The General Secretary,
Punjab National Bank Workers' Union,
C/o Punjab National Bank, 'L' Block,
Connaught Circus,
New Delhi-110001.

Versus

The Senior Manager,
Punjab National Bank,
North Delhi Zone, 9th Floor,
Antrikesh Bhawan, K. G. Marg,
New Delhi-110001.

AWARD

The Ministry of Labour by its letter No. L-12011/38/2000/IR (B-II) Central Government Dt. 29-06-2000 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the Sr. Regional Manager, Punjab National Bank and Sr. Manager, Punjab

National Bank Rohini Branch, Sector-7, Rohini, Delhi in stoppage/discontinuing from duty w.e.f. 7-7-1999 to Shri Mohar Singh Sweeper is justified, legal and valid? If not what relief and benefit he is entitled to?"

The Punjab National Workers' Union has filed statement of claim on behalf of the workman. In the statement of claim, it has been stated that Shri Mohar Singh was regularly performing the duties of permanent Full-time sweeper at Punjab National Bank, Branch Office, Sector-7, Rohini, Delhi against the permanent vacancy since 31-03-1993 i.e. opening of the said Branch Office.

That the said Shri Mohar Singh worked for more than 1845 days continuously without any break against the permanent vacancy at the said Branch Office, Sector-7, Rohini, Delhi and salary/wages was paid to him by the Punjab National Bank on the usual salary register alongwith other employees. That even before his performing duties at the said Branch Office of the Bank, Sh. Mohar Singh also worked for 47 day at Maharaja Agrasen School Extension Counter and thereafter, he was directed to perform his duties as Permanent Full-time Sweeper at the Branch Office, Sector-7, Rohini opened on 31-03-2001 having carpet area of more than 6000 Sq. Ft. He was paid full salary and allowances as admissible to the member of sub-staff of the Bank.

That on 07-07-1999, when Shri Mohar Singh reached the above Branch of Office of the Bank for performing his usual duties of sweeping and cleaning, Shri S. K. Chawla, Senior Manager verbally instructed him that he should not perform his duties as his services are being terminated and as per Regional Office authority/letter, another new sweeper has been appointed in his place.

That even prior to the termination of the services of Shri Mohar Singh, both Senior Manager and Branch Manager of the Branch Office Sector-7, Rohini, Delhi strongly recommended to the Regional Manager, Regional Office, of the Bank for regularisation of the services of Shri Mohar Singh. In support of the said averment photocopy of the letter with full facts and details is annexed as Annexure-A copy of the certificate issued to Shri Mohar Singh by the Branch Manager of the said BO that he worked for more than 1798 days as Permanent Full time Sweeper from 31-03-1993 to 07-07-1997 is also annexed as Annexure-B. That the action of the management of the Punjab National Bank in terminating the services of the said Shri Mohar Singh attracts punitive provisions of various laws of the Land besides provisions of the Industrial Disputes Act, 1947.

The management has filed written statement. It has been stated in the written statement that at the outset, it is submitted that all the allegations, submissions, averments made by the General Secretary of said union in the statement of claim filed before this Hon'ble Court be deemed to have been specifically denied unless they are specifically admitted in this reply. It is submitted that Shri Mohar Singh was working in leave/stop gap arrangement at BO Rohini for a specific period till posting of permanent sweeper. He was engaged to work during the period 31-03-1993 to December, 1993 and from June 1995 to July, 1999. Since the

engagement of Shri Mohar Singh was purely against leave/stop gap arrangement, the same cannot be deemed as retrenchment' as defined under Section 2(00)(bb) of the ID Act and accordingly there cannot be any violation of Section 25F or any other provisions of the Act.

Shri Mohar Singh was engaged at BO Rohini in stop gap arrangement and on completion of the same his engagement came to an automatic end.

Bank rules further provide that till such time permanent part time sweeper is posted in a vacancy, branch can make stop gap arrangements and such sweepers are entitled to a compensation equivalent to same proportion of scale wages but at initial stage of scale pay as applicable to subordinate staff at per rules. Shri Mohar Singh was engaged at BO Rohini in stop gap arrangement. His engagement was for a specific period and on completion of the same his engagement came to an automatic end.

The workman applicant is absenting himself from 11-11-2002. Notice has been sent to him but he did not turn up. The management is present all along. The workman applicant has not filed even rejoinder. Last opportunity has been given to him.

Heard arguments from the side of the management. The workman applicant has not filed affidavit to prove his case, the management has also not filed affidavit. It was argued from the side of the management that the workman applicant has to file affidavit first in support of his statement of claim. The workman applicant has neither filed rejoinder nor affidavit so he has failed to prove the averments of his statement of claim. It is the duty of the workman applicant to give affidavit in support of his case that he has not done. As such the management need not file counter affidavit in case there is no affidavit from the side of the workman applicant. There appears to be force in the argument of the respondent management. The workman applicant has to prove his case first and thereafter the management will enter into evidence. The workman applicant has failed to prove the case of his statement of claim.

The reference is replied thus :—

The action of the Sr. Regional Manager, Punjab National Bank and Sr. Manager, Punjab National Bank Rohini Branch Sector-7, Rohini, Delhi in stoppage/discontinuing from duty w.e.f. 7-7-99 to Shri Mohar Singh Sweeper is justified, legal and valid. The workman applicant is not entitled to get relief as prayed for.

The award is given accordingly.

Dt. 08-10-2004

R. N. RAI, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2004

का०आ० 2815.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑप्टो इलेक्ट्रॉनिक्स फैक्ट्री के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. I, नई दिल्ली के पंचाट

(संदर्भ संख्या 139/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2004 को प्राप्त हुआ था।

[सं० एल.-42011/31/87-आई. आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 12th October, 2004

S.O. 2815.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 139/98) of the the Central Government Industrial Tribunal Labour Court, No. I, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Apto Electronics Factory and their workman, which was received by the Central Government on 12-10-2004.

[No. L-420011/31/87-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NEW DELHI

Presiding Officer : Shri S. S. BAL

L. D. No. 139/98

In the matter of dispute between :

Shri Vimal Singh (Electropletor),
Through State Working Committee,
Bhartiya Mazdoor Sangh,
U.P. 32 Chakratta Road,
Dehradun-242001

WORKMAN

Versus

The General Manager,
Apto Electronics Factory,
Raipur, Dehradun-248001

MANAGEMENT

APPEARANCES : None

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42011/31/87/IR(DU) dated 28-5-98 has referred the following Industrial Dispute to this Tribunal for adjudication :—

“Whether the action of the management of Apto Electronics Factory, Raipur in stopping three annual increments of their workman Shri Vimal Singh (Electropletor) is legal and justified? If not to what relief is the workman entitled to and from which date?”

2. This reference was received on 17-6-98 and the case was fixed for filing claim on 20-8-98. On 20-8-98 none appeared for parties and case was fixed for 5-10-98, then on 19-11-98 and 28-1-99 but the workman did not appear and Shri Satish Ahluwalia appeared for the management and case was fixed for 29-3-2000. On 29-3-2000 workman

appeared in person and copy of W.S. was supplied to him and case was fixed for 13-6-2000 for filing rejoinder. On 13-6-2000 rejoinder was filed by the workman and case was adjourned to 27-9-2000 for filing parties documents. Thereafter the workman did not appear/turn up and case was fixed for management affidavit on 12-5-2003, 21-8-03, 5-11-03, 22-1-04, 15-4-04 and 15-7-2004. Neither the workman nor any body on his behalf nor any person appeared on behalf of the Management on any of the hearing. Hence ultimately both the management and workman were proceeded ex-parte vide my order dated 30-9-04.

3. I have perused the record. Perusal of the record shows that workman was employed with the management as Electropletor and that he was reported to have visited Accounts Office and created nuisance, threatened the staff members of Account Office. He said to have committed violation of office instructions which prohibited the staff member industrial employees to visit accounts office and also thereby created nuisance and thus committed misconduct. An enquiry was conducted. He appears to have been found guilty of the said charge and was imposed penalty of reduction of pay by three stages in time scale pay for a period of two years without cumulative effect. The workman did not accept the said order and raised industrial dispute resulting in the instant reference. The perusal of the record shows that the workman as well as the management are not prosecuting the case with interest and there is no evidence on record in favour of the workman indicating that the action of the management is illegal and unjustified. Hence in the absence of any evidence to the contrary the action of the department of Apto Electronics Factory, Raipur in stopping three annual increments of their workman Shri Vimal Singh (Electropletor) cannot be held unjustified. As such the action of the management is legal and justified and reference is answered in affirmative. Award is made accordingly. File be consigned to record room.

Dated : 30-9-04

S. S. BAL, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2004

का०आ० 2816.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.टी.पी.एस.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. -II, नई दिल्ली के पंचाट (संदर्भ संख्या 84/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2004 को प्राप्त हुआ था।

[सं० एल.-42012/4/91-डी-2(बी)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 12th October, 2004

S.O. 2816.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 84/91) of the Central Government Industrial Tribunal/Labour Court No. II, New Delhi now as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of BTPS and their workman, which was received by the Central Government on 12-10-2004.

[No. L-42012/4/91-D.2 (B)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II,

**RAJENDRA BHAWAN, GROUND FLOOR,
RAJENDRA PLACE, NEW DELHI**

Presiding Officer, R. N. Rai

L.D. NO. 84/91

Surinder Kaushik,
R-Z 996/C-3, Sadh Nagar,
Palam Colony, New Delhi-45.

VERSUS

The General Manager,
BTPS, Badarpur,
New Delhi-44

AWARD

The Ministry of Labour by its letter No. L-42012/4/91/D-2 B, Central Government dt. 5-07-1991 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of BTPS in dismissing the services of Sh. Surinder Kaushik from 9-8-85 is justified? If not, what relief the workman is entitled to”.

The claimant has filed statement of claim. In his statement of claim, he has stated that he was working as time keeper at BTPS. He was appointed on 1-1-1972. The management suddenly issued a charge sheet dt. 30-1-1985 containing false charges. He denied the charges. An agreement was signed between the management and the employees that no action on any of the employees of the BTPS would be taken in any form in connection with the bus accident and alleged involvement of some of the employees in rioting outside the gates of the Station. The Management backed out of its commitment and made criminal complaints against the employees including this workman and got them arrested. The management held enquiry ex-parte. No copy of the enquiry report was furnished. He was detained in Tihar Jail during the period from 16-7-85 to 24-7-1985, When the workman went to resume his duties on 25-7-85, the security guards did not permit him to enter the premises of the Power Station and handed over him the dismissal order dt. 20-7-1985. It shows that the enquiry was completed in a very short time without giving any opportunity to the workman applicant.

The management has filed written statement. In the written statement, it has been stated that the three workers S/Shri Surinder K. Kaushik, Nad Ched and Subal Sil amongst others had instigated or incited the workers to indulge in riotous and disorderly behaviour and in furtherance thereof, were directly involved in Gherao and assault of Shri Sunderarajan, the then General Manager, BTPS and other officers of the respondent management on 19-9-1984 when there was an unfortunate accident of the Haryana Roadways Bus at Mathura Road in front of the gate No. 1 of BTPS. The mob committed criminal offence and caused damage to the GM's car and property of the company as well. The workers including applicant herein had jumped on the General Manager and torn off the collar of the shirt worn by the aforesaid General Manager (B) Mr. V. Sunderarajan, in the process of commission of offence of beating him. A charge sheet was issued and Shri G. V. Venkatraman, the then DGM was appointed as Enquiry Officer. He held enquiry. The claimant and his other colleagues despite service of notice did not participate in the enquiry on the said date. The enquiry was concluded ex-parte. Since they did not participate in the enquiry, no opportunity was afforded for their defence.

The claimant has filed rejoinder and in his rejoinder he was denied most of the paragraphs of the written statement and reiterated the statement of his claim. Sh. H. S. Bhatla gave affidavit in support of the enquiry and he was cross-examined by the workman. The workman has also given affidavit and he was cross-examined by the management. Preliminary issue regarding fairness of enquiry was not pressed. The said bus killed three persons while they were going by cycle.

Heard arguments from both the sides and perused the papers on the record. It was submitted from the side of the management that MW/1 has admitted in his cross-examination that the accused was acquitted in the criminal case due to lack of evidence. Dismissal order and show-cause notice were served to the workman in the jail through the Superintendent of jail as he was in judicial custody at that time. Enquiry report was also supplied through the jail authorities alongwith the show-cause notice to the workman. Later on, enquiry report was sent to him by post. He has further admitted that the enquiries regarding the other charge sheeted workman has not yet been concluded.

It was submitted from the side of workman applicant that FIR No. 231/84 was lodged and the case of FIR is that :—

“In brief the case of the prosecution is that on 19-09-1984 at about 6.40 a.m. an accident took place on Mathura Road between Haryana Roadways bus and a cyclist who was brother-in-law of an NTPC employee. The cyclist alongwith the two children succumbed to injuries. At about 8.25 a.m. the workers of NTPC started arriving and after seeing the site of accident near gate No. 1 NTPC

(BTPS) they stopped the staff jeep of DGM and a large number of employees walked up to the office about 500/600 in number and they all formed an unlawful assembly in prosecution of common object and accused persons stopped the car of G.M. and he was taken out of the car and mandhandled and also beaten by the accused persons. The car No. DHD-467 was also damaged. A complaint by the B.D. Kathuria, Admn. Officer Security of B.T.P.S. was made on the basis of which a FIR u/s 341/323/353/186/427 IPC was registered. After completing all the investigation a challan above mentioned was preferred in the court for trial."

The trial court acquitted the accused workman on 31-10-1994. The operative portion of the acquittal order runs are here under :—

"PW-1-2 allegedly were the eye-witness who appeared and did not support the case of the prosecution. Investigation Officer also appeared but the complainant has not been produced by the prosecution. In the present case the punishment for the offence committed by the accused persons are not more than 3 years and the accused persons have already faced trial for about 11 years and there is no reason for giving any further adjournment hence PE was closed. As there is no incriminating evidence on the record against the accused persons there is no alternative but to acquit the accused persons. Accused persons acquitted Bail-bond cancelled. Sureties discharged. File be consigned to Record Room."

From perusal of the Judgement of the trial court, it transpires that the enquiry and the trial were held on the same facts. The FIR case is that the cyclist alongwith two children scumbled to the injuries caused by the said Haryana bus on 19-09-1984. The case of the written statement is also that the cyclist alongwith two children were killed by a Haryana Bus at the gate of the BTPS and unlawful assembly caused injuries to the car of the General Manager and thus, FIR was lodged under Section 353/186/332/34/IPC.

The substantial question is whether the acquittal is clear cut or technical or benefit of doubt has been given to the accused. In case, the acquittal is on technical grounds, the department can proceed in enquiry and if in acquittal, benefit of doubt has been given in that case also, the department can hold enquiry but from the perusal of the order, it appears that complainant did not depose before the court and the two witnesses who appeared before the court did not support the case of the prosecution. As such, the court was bound to acquit the accused as there was no incriminating evidence on the record against the accused persons.

From the above discussions, it becomes clear that the facts before the Trial Court and before the Enquiry Committee were the same. The incident took place as one cyclist and two children were killed at gate No. 1 of BTPS. In case, there is an enquiry, on the same set of facts and

there is trial on the same set of facts and evidence is common with no variance, the departmental enquiry should be stayed. In this connection my attention was drawn to JT-1999(2) SC 456. The Hon'ble Supreme Court has held that in case the departmental proceedings were based on identical facts and the same witnesses were examined in the criminal court and the criminal court finds that the charge is not proved and the accused are acquitted, it would be unjust, unfair and rather oppressive to allow the findings recorded at the ex-parte departmental proceedings, to stand. In view of this judgement of this Hon'ble Supreme Court, the enquiry becomes void, ab initio and FIR has been lodged on the same set of facts. It was further submitted that serving of notice is not barely matter of form but of substance. The person accused of misconduct should be given an opportunity to show cause but such opportunity must be reasonable one. It has been laid down in 1958 SC 300 that such a notice is no notice in the eye of law. In this case also the notice were served to the accused while they were in jail and the enquiry was concluded within 4 or 5 days and no opportunity was afforded to the charge sheeted employees. As such the principles of natural justice have not been followed.

From the side of the management my attention was drawn to 1997, 10 SCC, 386, the Hon'ble Supreme Court has held that in case the employee did not choose to participate in the enquiry, it cannot be assailed and shall be presumed that principles of natural justice have been followed. This law is not applicable in the facts and circumstances of this case. In this case the entire enquiry was concluded while the charge sheeted workmen were in jail. As such no opportunity was afforded to them. In view of the above discussions, the enquiry is vitiated and the accused have been acquitted by the court for lack of evidence. Two witnesses were examined but they turned hostile and the complainant did not depose before the court. As such the workman applicant was honourably acquitted by the court on the identical facts on which the enquiry was held. The management ought to have reinstated the workman from the date of the acquittal order but the management has indulged in unfair labour practice and has deprived the workman of his valuable right. The workman was a khallasi. He was a manual worker and he must be doing manual work. As such in the facts and circumstances of this case, 50% back wage are sufficient to meet the ends of justice.

The reference is replied thus :—

"The action of the management of BTPS in dismissing the services of Sh. Surinder Kaushik from 9-8-85 is not justified. The workman deserves to be reinstated within one month from the publication of the award and he also deserves to get 50% arrears of back wages from 9-8-85. In case the workman is not reinstated from 9-8-85 alongwith 50% back wages within one month after the publication of

the award, he will be entitled to get 15% interest per annum on the entire back wages.

The award is given accordingly.

Dt. 7-10-2004

R.N. RAI, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2004

का०आ० 2817.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बेंगलूर के पंचाट (संदर्भ संख्या 61/2000) की प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2004 को प्राप्त हुआ था।

[सं० एल.-42012/64/2000-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 12th October, 2004

S.O. 2817.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/2000) of the Central Government Industrial Tribunal/Labour Court Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nuclear Power Corporation of India Ltd. and their workman, which was received by the Central Government on 12-10-2004.

[No. L-42012/64/2000-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated the 30th September 2004

Present : **Shri A R Siddiqui**
Presiding Officer
CR. No. 61/2000

Sh Hanumantha N Vaddar. I Party

R/o Mavinkatta.

Kundargi Post.

Yellapur-581 402.

North Kanara Distric.

The Project Director.

Nuclear Power Corporation of India.

Ltd., Kaiga Project.

Kaiga-581 400

Karnataka

... II Party

Appearances

I Party : **MS Anandaramu**
Advocate

II Party : **Aravind Kumar**
Advocate

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-42012/64/2000/IR(DU) dated 31-08-2000 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Nuclear Power Corporation of India Ltd., Kaiga Project in terminating the services of Sh. Hanumantha Nagappa Vaddar, Helper during his probation period without conducting any enquiry and without giving a chance to defend himself is justified? If not, to what relief the said workman is entitled?"

2. The case of the I party as made out in the claim statement in brief is as under :

"That the first party workman is a member belonging to Schedule Caste Community. The second party management drawn candidates from Employment Exchange to fill up the various posts available with the second party management. The first party workman was also sponsored by the Employment Exchange to the post of Helper-A. That in a duly constituted selection committee, the first party workman was selected and appointed as Helper-A in the scale of pay of Rs. 750-12-870-EB-14 -970 and a copy of the orders of appointment dated 20th August 1992 issued by the second party management is herewith produced and marked as Annexure -A. As could be seen, there from, the first party workman was selected and appointed on the substantive and sanctioned post. That in pursuance of the said appointment, the first party workman reported to duty on 7th October 1992 and he had successfully underwent the period of probation of one-year w.e.f. 7th October 1993.

That when things stood thus, the second party management passed an Order dated 16th November 1993, terminating the services of the first party workman. That at no point of time an Order of termination was communicated to the first party workman. The period of probation has not been extended at all. Therefore, the orders of termination, that has been passed against the first party workman is grossly unjust, arbitrary, malafide and violative of the principles of natural justice.

That the first party workman, on account of severe chest pain, was admitted to the Government Hospital, Sirsi for a period from 24th June 1993 to 31st August 1993 and in this regard Leave Certificate issued by the Medical Officer dtd. 30th July 1993 is produced herewith and marked as Annexure-B. The first party workman was also given Residential Quarters bearing No. PF-4 situated at Kaiga Site. That even though the second party Management was aware the first party workman was suffering from Heart Ailment, he was unlawfully removed from services. He

was not permitted to report to duty after availing the Medical Leave. As already mentioned above that no order of termination was given to the first party workman. The first party workman filed several representations to the second party Management, seeking its permission to continue him in service and a copies of the representations dated 21st December 1998 & 23rd January 1999 are produced herewith and marked as Annexures-C & D, respectively.

That left with no alternative the I party raised the Industrial Dispute with Regional Labour Commissioner, Mangalore and due to the adamant attitude of the management conciliation proceedings failed resulting into the present reference:

That the I party had completed 240 days of service in each calendar year and therefore the order of termination passed against him in violation of Sections 25F, 25G & 25N tantamount to illegal retrenchment and is liable to set aside. Therefore, he requested the tribunal to direct the II party management to reinstate him into service with full back wages, Continuity of Service, Seniority and Promotion etc."

3. Claim statement came to be filed before this tribunal on 21-06-2001 and there after case was being adjourned for filing of Counter Statement by the II party Management. Till 15-06-2004, the management did not file its counter statement and therefore the case came to be posted for evidence to be led by the I party giving the date as 28-07-2004. On 28-07-2004 and 29-09-2004 when the case was taken up for hearing i.e. for the evidence to be led on behalf of the I party, I party as well as his counsel remained absent and there was no representation on their behalf. Therefore, the following award.

4. As soon above, the I party as well as his counsel have remained absent before this tribunal and have failed to lead evidence despite giving sufficient opportunity in that behalf. Although as per the point of reference, it was for the management to justify its action in terminating the service of the I party but at the same time it was for the I party to have come forward and to adduce evidence to substantiate the various contentions taken by him in his Claim Statement. Keeping in view the conduct of the I party in not appearing before the tribunal either personally or through counsel and in not producing evidence either oral or documentary what appears is that he is no more interested in the proceedings and in prosecuting his claim. In the result, there is no point in keeping the proceedings pending any more and the tribunal is constrained to hold that I party fails to substantiate his claim and accordingly reference is liable to be rejected. Hence, the following award.

ORDER

Reference is dismissed for non-prosecution.

(Dictated to the L.D.C., transcribed by him, corrected and signed by me on 30th September, 2004)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2004

का०आ० 2818.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री फॉर्म के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में अधिकरण/श्रम न्यायालय पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2004 को प्राप्त हुआ था।

[सं० एल.-14012/70/1999-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi: the 12th October, 2004

S.O. 2818.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Labour Court, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Military Farm and their workman, which was received by the Central Government on 12-10-2004.

[No. L-14012/70/1999-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE MRS.S. SAWANT PRESIDING OFFICER FIRST LABOUR COURT PUNE

Ref. IDA No. 2 of 2000

The Officer Incharge,I Party
Military Farm, Pimpri,
Pune-411017

AND

Their workmenII Party

AWARD

This reference is made by Govt. of India/Ministry of Labour, Shram Mantralaya, New Delhi for adjudication between above parties, as mentioned in schedule :

SCHEDULE

"Whether the action of the management of Military Dairy Farm, Pimpri, Pune in terminating the services of Sh. Jagjit Avadhnarayan Yadav w.e.f. 1-9-98 is legal and justified. If not, to what relief he is entitled?"

Parties absent, No. S.C. filed since 24-9-2000.

Hence reference is disposed off want of for prosecution by second party.

Pune

Dt. 12-7-2004

Mrs. S.S. SAWANT, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का.आ. 2819.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑल इंडिया काउन्सिल फोर टेक्नीकल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. I नई दिल्ली के पंचाट (संदर्भ संख्या 211/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2004 को प्राप्त हुआ था।

[सं. एल-42012/143/99-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 13th October, 2004

S.O. 2819.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 211/99) of the Central Government Industrial Tribunal/Labour Court New Delhi No. I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of All India Council for Technical Education and their workmen, which was received by the Central Government on 13-10-2004.

[No. L-42012/143/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL CUM LABOUR COURT: NEW DELHI**

PRESIDING OFFICER: SHRI S. S. BAL

I. D. No. 211/99

Sh. Satya Prakash Sharma,
S/o Sh. A. G. Sharma,
R/o D-79, Saket,
Meerut (U.P.)-250001

Versus

The Chairman,
All India Council for Technical Education,
Indira Gandhi Sports Complex,
I. P. Estate,
New Delhi-110002

President :—Sh. S. P. Sharma, Claimant in person.
None for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/143/99/IR(DU) dated 26-10-99 has referred the following Industrial Dispute to this Tribunal for adjudication :—

- (i) "Whether Sh. Satya Prakash Sharma engaged consultant (Legal)" by AICTE was a workman under Section 2(s) of I.D. Act, and

- (ii) If so, whether termination of his services covered under section 2(oo) (bb) of I.D. Act. If not, to what, relief is he entitled to,"

2. Concisely facts of the case as called for record are that the Claimant, Sh. S. P. Sharma was appointed Consultant (Legal) on 11-12-97 by Respondent No. 1 i.e. All India Council for Technical Education initially for a period of 6 months on terms & conditions contained in the appointment letter dated 15-12-97. Exhibited WWI/1 and his appointment was later of extended for further period of 6 months. The workmen which Claimant was appointed was of regular nature. It is further averred that the terms and conditions of the said contract of employment of the claimant in regard to the payment of remuneration was governed by the Ministry's D.O.P.T guidelines as per AICTE Order dated 1-12-94 in terms of the clause No. 5 of the contract of employment dated 15-12-97. It was an Ex-Cadre post of Assistant (Legal) in the approved/sanctioned Cadre of "Assistant" and the Claimant was to be classified as other employees and was employed as a Ministerial Servant. It is also averred that the Claimant was mainly employed to assist the designated Officers by way of technically performing the Clerical nature of duties for a regular nature of work in the legal cell in AICTE, Respondent No. 1 and the claimant has actually performed the Clerical nature of duties under the administrative control of superior officers throughout the tenure. The Claimant was issued charge sheet with malafide intention by the Superior Officer, notwithstanding his work & conduct being full satisfactory throughout the tenure. The Claimant was performing 'Techno Clerical' duties of regular nature. Hence he raised demand of regularisation of his services through a Representation dated 15-12-98 to the AICTE. However the Competent Authority in AICTE 'Arbitrarily & illegally' terminated the Claimant's service w.e.f. 21-10-98. The termination of Claimant's services was caused by Mgt. AICTE as a measure to victimise his for pressing his demand of regularisation in service and against deduction in his remunerations in terms of the revised guidelines. The said termination of Claimant's services amounts to the 'Retrenchment' which is illegal and unjustified and not maintainable in the eye of law and such the order of termination of Claimant's Service is liable to set aside and the claimant is entitled to reinstatement with continuity of service with back wages/remuneration payable w.e.f. 22-10-98.

3. The Respondent was proceeded ex-parte and did not file any Written Statement. However the A/R of AICTE, Respondent No. 1, Shri Babu Singh joined the proceeding and cross-examined the workman. The workman examined himself as WWI and closed his evidence. The case was posted for Argument and the Argument was heard Ex-Parte as no body turned up on behalf of the management.

4. I have heard the workman at length and perused the record meticulously. The crucial question which need

determination in this case is whether the claimant is the workman as defined in Section 2(s) of the I.D. Act. To determine this question it is essential to examine whether the respondent-management where the claimant was appointed as Legal Assistant is an 'Industry'. In the instant case the respondent is Chairman of All India Council for Technical Education. The claimant was appointed/engaged as Legal Assistant in A.I.I.T.E. which is to knowledge is a Central Government Department Statutory body and comes under the control of Education Ministry. To my dismay the other party-respondent has not cared to render any assistance to determine this question whether respondent is an 'Industry'. The workman has failed to throw any light on the nature of functions being conducted by the above said counsel which in my opinion a statutory body and is creation of All India Council of Technical Education Act, 1987 numbered 52 of 1987 (As passed by both the houses of Parliament). The aims of the said Act is to provide for the establishment of All India Council of Education with a view to proper planning and co-operated development of technical education system throughout the country, the promotion of qualitative improvements of such education in relation to planned quantitative growth and the regulation and proper maintenance of norms and standards in the technical education system and for matters connected therewith.

5. The objective and functions of counsels have been elaborately mentioned/described in Section 10(1) a to v and in Section III, I to IV. The perusal of Sections 10 and 11 shows that the objective of the counsel is to coordinate and integrate development of technical and management education and maintenance of standards and for the purposes of performing its functions under this Act. Sections 15 and 16 of the said Act provide for that the funds shall be paid by the Central Government and council shall have its own fund also. Sections 21 and 22 further provide that the council in the discharge of its functions and duties under this Act be bound by such directions on questions of policy as the Central Government may give in writing to it from time to time and the decision by Central Government as to whether a question is one of policy or not shall be final. Section 21 further provides that if a Central Government is of the opinion that the council is unable to perform or has persistently made default in performance of the duties imposed by it and under it or has exceeded or abused its powers or has wilfully or without sufficient cause failed to comply with any direction issued by the Central Government under Section 20. The Central Government may by notification in the Official Gazette, supersede the Council for such period as may be specified in the notification. After giving reasonable time to the council as to why it should not be superseded and shall consider the explanation and objections, if any, of the Council. Thus from the above provisions of the said Act it is clear that the respondent council of Technical Education is a statutory body i.e. creation of the aforesaid A.I.C.T.E. Act, 1987 and

is controlled, and funded by the Central Government and is under the complete supervision of the Central Government.

6. In the case of *Bangla Water Supply and Sewerage Board Vs. A Rajappa and other* (1972)12 SCC 213 the Supreme Court after rejoining the judgements after analysing the previous judgement explained the meaning/definition of 'Industry' as defined in Section 2(j) and observed that it has a wide import which reads as under:—

“The dominant nature test :

- (a) Where a complex of activities, some of which qualify for exemption, others, not, involves employees on the total undertaking, some of whom are not 'Workmen' as in the *University of Delhi* case (AIR 1963 SC 1873) or some departments are not productive of goods and services if isolated, even then, the predominant nature of the departments as explained in the *Corporation of Nagpur* (AIR 1960 SC 675) will be the true test. The whole undertaking will be 'Industry' although those who are not workmen by definition may not benefit by the status.
- (b) Notwithstanding the previous clauses, sovereign functions, strictly understood (alone) qualify for exemption not the welfare activities or economic adventures undertaken by Government or statutory bodies.
- (c) Even in departments discharging sovereign functions if there are units which are industries and they are substantially severable, then they can be considered to come within S. 2(j).
- (d) Constitutional and competently enacted legislative provisions may well remove from the scope of the Act categories which otherwise may be covered thereby.”

7. The above questions whether the respondent All India Institute of Technical Education is 'industry' as defined in Sec. 2(s) of I.D. Act or not is to be adjudicated on the basis of the principles (Tests) laid down by the Supreme Court. The perusal of the provisions of the above said the All India Council for Technical Education Act, 1987 shows that objectives and the functions of respondent council for Technical Education are laudable and altruistic in nature and it can even take necessary step to prevent commercialisation of technical education as per provisions contained in clause (n) of Sec. 9 of the Act. It is evident that its activities are not commercial. However, irrespective of its laudable objective and functions the respondent council was not qualified for exemption from being termed as an 'Industry' for because of the absence of profit motive or gainful objective is irrelevant. Likewise even Educational Institutions, charitable projects and other kindred adventures would be industry, if they fulfil triple tests it cannot be denied that there is a systematic activity which

is organised by cooperation between employer and employees and services are rendered to satisfy human wants and wishes. It was observed in para 7 of the decision reported in 2000 IV AD (Delhi) 717 by his Lordship A.K. Sikri that :

'However, the function being discharged by the petitioner cannot be treated as sovereign function which would take it outside the scope of Section 2(j) of the Industrial Disputes Act'.

Activity which is organised by the cooperation between the employer and employee and his services are rendered to satisfy human wants and wishes. The triple tests, are therefore, satisfied in this case. I am persuaded to follow the above decision and of the view that in the instant case too the triple test is applicable and in as much as the functions of the Council of Technical Education are carried through a systematic activities and in is organised by the co-operation between the employer and its employees and the services are rendered to satisfy the human wants and wishes. The respondent counsel has not come forward to show and prove to the contrary that said council is not an 'industry' as defined in I.D. Act and there is no industrial dispute which further strengthens my aforesaid conclusion that the council of Technical Education is an 'Industry'.

8. Now I take up the next question whether the claimant is a workman as defined in Section 2(s) of the I.D. Act. It is proved that the workman has been appointed as a Legal Consultant vide Office Order Ex. WW1/A on the consolidated pay of Rs. 4000/- and was allowed leave for 3 days every month. He was appointed for six months. He was entitled to T.A., D.A. and reimbursement of local conveyance charge admissible to regular official of the equivalent rank in the council. His appointment was further extended to for another six months. The persual of Ex. WW1/3A, WW1/4, WW1/5, WW1/6, WW1/7 and WW1/8 shows that his job was to report and contact senior/standing counsel/lawyers of the Supreme Court namely Shri Vidya Sagar Advocates/other lawyers to provide legal files, to take the same back from them and to arrange payment of their conveyance charges etc. etc. His job merely appears to be of clerical in nature. It cannot be termed supervisory in nature. The fact that his fee/pay was Rs. 4000/- PM. therefore, is immaterial. Thus, it is obvious that it is proved that the claimant was workman and his job or functions were of clerical in nature and were not of supervisory character and that his job was not regular, rather he was appointed for a fixed period initially for 6 months upto 15-12-97 which was extended for another period of six months upto 15-12-98. His tenure has not expired when his services were dispensed with on 21-10-98. There is no material on record to show that there is any permanent or regular post of consultant (Legal) in the Department/Office of the respondent management. Hence in my opinion the workman is not entitled to the statement to the job of legal consultant as claimed. His

claim for reinstatement with continuity of services is not tenable in the eye of law. Moreover, during the course of arguments claimant did not seriously press for reinstatement and back wages as claimed. Both the decisions(i) reported in AIR 1984 S.C. 1110 captioned as Inderpal Gupta Vs. Management Committee Model Inder College and (ii) AIR 1998 SC page 68 and captioned as Upton India Limited Vs. Shamuni Bhan and another referred to by the claimant are not applicable to the facts of this case.

9. Services of the workman in the instant case has been dispensed with before the expiry of his tenure on vague and insufficient ground of not attending 10 to 15 court cases as mentioned in Ex. WW1/7 but the particulars of the files of court cases which the claimant allegedly failed to attend have neither been mentioned nor disclosed not the same were furnished to him even when he asked for the same vide Ex. WW1/8. Everthwise he was not given proper opportunity to explain his position. The tenure of job of workman was to expire on 11-12-98. There is no material to show that he was given any notice or that notice pay or compensation in accordance with the provisions contained in Section 25-F of the I.D. Act. The termination of his services before the expiry of his tenure on 11-12-98 in my view amounts to retrenchment as defined in Section 2(oo) of the I.D. Act and in my opinion even claimant is entitled to remuneration/emoluments w.e.f. the date of termination i.e. 21-10-98 till the expiry of his tenure on 11-12-98 and respondent is liable to pay the same. Thus in view of the above discussions the workman Satya Prakash Sharma engaged as Legal Consultant by A.I.C.T.E. is workman under Section 2(s) of the I.D. Act and termination of his service is covered under Section 2(oo)(bb) of the I.D. Act and both the questions under reference are answered in the affirmative and award is given accordingly.

Dated 30-9-2004

S. S. BAL, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का.आ. 2820.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 43/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2004 को प्राप्त हुआ था।

[सं. एल-42011/22/96-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 13th October, 2004

S.O. 2820.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 43/97) of the Central Government Industrial Tribunal/Labour

Court No. I, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 13-10-2004.

[No. L-42011/22/96-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT: NEW DELHI

PRESIDING OFFICER : SHRI S. S. BAL

I. D. No. 43/97

In the matter of dispute between :

Shri Shiv Kumar and
Shri Rajiv Kumar Singh.
Through The Secretary,
CPWD Karamchari Union,
Plot No. 1, Aram Bagh,
Udasin Mandir, Paharganj,
New Delhi.

Workman

Versus

The Superintending Engineer (Coord)
Elect. Circle,
CPWD, I.P. Bhawan,
IV Floor, New Delhi

Management

Appearances :

Shri Ravinder Sharma A/R for the workman
Shri Bhisham Dev Mund A/R for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42011/22/96/IR(DU) dated 9th April, 1997 has referred the following Industrial Dispute to this Tribunal for adjudication :—

“Whether the action of the management of CPWD by not regularising the services of S/Shri Shiv Kumar and Rajiv Kumar Singh, Lift operator w.e.f. 13-6-86 and 30-4-86 is justified, if not, what relief the concerned workmen are entitled to and from what date?”

2. Brief facts as culled from record are that the applicant claimants S/Shri Shiv Kumar and Rajiv Kumar Singh Lift Operators have been working with the management w.e.f. 13-6-1986 and 30-6-1986 respectively as lift operators and management is not regularising their service from the date of their joining inspite of the several judgments of the Hon'ble Supreme Court of India and also conciliation proceedings in the labour office. The management regularised the services of one Sispal, Wireman vide his order dated 16-1-1996 but the management is denying to regularise the services of the applicants for reasons best known to themselves. Each the workman have completed the requisite days in their service for purpose of regularisation and both

are working satisfactory for serveral years and having no adverse record in the service and as such both the workmen are entitled for regularisation in service from the date of their entry in the department in accordance with the judgments of Hon'ble Supreme Court of India.

3. The claim of the workmen was contested by filing reply/W.S. wherein it was stated that services of Shri Shiv Kumar has been regularised vide office order No. 10 (56) Co-ord. Circle (E)/E-II/952 dated 21-5-96 to fill up the O.B.C. backlog (Spl. drive of Govt. to fill up OBC backlog) as he has already qualified departmental test held for regularisation of muster roll and hand receipt workers held on 4-3-96. Shri Rajiv Kumar Singh is a General candidate and hence he cannot be regularised to fill up backlog. It is further submitted that he has been engaged on muster roll i.e. 19-11-85 and the ban on direct recruitment has not yet been lifted. The applicants claim that their services should be regularised from date of their joining as daily rated workmen cannot be considered as they have been engaged in the department on purely temporary basis. It is further stated that Rajiv Kumar also has qualified departmental test held on 4-3-96 and his case for regularisation shall be considered as and when ban on the regularisation is lifted. Shri Sispal Pal Wireman has been regularised vide this office order dated 16-1-96 to fill up the O.B.C. backlog.

4. Written statement was followed by rejoinder wherein contents made in the claim statement were reiterated to be correct and the please of the management to the effect that claimant could not be regularised due to ban imposed by the government since 1985 as was termed as misconceived and gross misuse of law. The alleged ban is illegal and in contravention of principles of natural justice as per the decision of Hon'ble Courts of India.

5. Evidence was also adduced by both the parties. The Department examined Shri S. K. Vyas, Engineer Assistant as MW1 while the workman examined himself as WW1.

6. After closure of evidence arguments were addressed by both the parties representatives. I have heard arguments and perused the record meticulously.

7. It is an admitted fact that one of the applicants Shri Shiv Kumar has already been regularised on 21-5-96 but the other applicant Sh. Rajiv Kumar could not be (was not) regularised on the plea that he being a general candidate has not yet been regularised till now because of the ban imposed by the Central Government on regularisation. Though his name is under consideration. Otherwise, however, the workman is working since 30-6-86 as lift operator and has even passed departmental trade test for the post of lift operators and as and when the ban orders are lifted Shri Rajiv Kumar Singh will be regularised. This is evident from the statement and cross-examination of Shri S.K. Vyas MW1 witness produced by these management that only hindrance in the way of his

regularisation in service is the ban allegedly imposed by the government but the exact order of imposing ban has not been placed on record. I am unable to ascertain the nature of the ban or for what period it was imposed. Was it permanent ban for all times to come or for a limited time. The workman is in service since 1986 for more than 18 years. He is eligible for being regularised in service. He is not knowing his fate whether he will be kept in service or he will be thrown from service. It is a very strange situation. He is placed in a very strange situation, whereas his other colleague have been regularised much earlier way back in 1996 because they belong to S.C. or S.T. In view of the above facts and circumstances I am of the opinion that his regularisation cannot be postponed because of the alleged ban for all times to come till his retirement particularly when he is eligible for being regularised. Hence in my view he is entitled to be regularised in service and it is accordingly ordered and award is hereby passed.

Dated : 7-10-2004 S.S. BAL, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का.आ. 2821.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 77/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2004 को प्राप्त हुआ था।

[सं. एल-12012/285/90-आईआर(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2821.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 77/91) of the Central Government Industrial Tribunal-cum-Labour Court No. I, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 13-10-2004.

[No. L-12012/285/90-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT: NEW DELHI**

PRESIDING OFFICER : SHRI S. S. BAL

I. D. No. 77/1991

In the matter of dispute between :

Shri Yogender Nagpal
Through Maha Sachiv,
B.O.B. E.A.,
Ground Floor,
16, Sansad Marg,
New Delhi-110001

... Workman

Versus

Deputy General Manager,
Bank of Baroda.
Sansad Marg,
New Delhi

... Management

Appearances :

None for the workman

Shri T.C. Gupta for the management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/285/90-I.R.-B-II dated nil has referred the following Industrial Dispute to this Tribunal for adjudication :—

“Whether the action of the management of Bank of Baroda in recovering local and train fare paid to Shri Yogendra Nagpal is justified? If not, to what relief the workman is entitled.”

2. Brief facts as culled from the statement of claim on record are that the claimant Yogendra Nagpal Accounts Clerk-cum-Typist alongwith one S.P. Singh, Accounts Clerk-cum-cash Clerk was deputed to Feroze Gandhi Unchahar Thermal Power Project Branch to attend clerical work in May, 1985 while he was working at Malik Mau Branch at the time of his deputation. He had to make up and down for Rai Bareilly to attend the duty as project area at Unchahar and as such he was temporarily deputed to the said branch and bhatta was also payable to him. In view of para (iii) (pD) of Bipartite Settlement dated 8-11-1973, Mr. S.P. Singh who was similarly situated has been given reimbursement of travelling expenses in terms of the Bipartite Settlement but the claimant has not been so reimbursed. He was only paid local conveyance Train fare on daily basis from Unchahar to Rai Bareilly. He too was paid and management has now issued instructions for recovery of payment made to him on account on conveyance charges in 13 instalments of Rs. 364.80p. which is illegal against the terms of the said Bipartite agreement. The recovery has been made from him w.e.f. April, 89 on the ground that he did not seek permission from competent authority for staying at Rai Bareilly while he was deputed to Thermal project branch. It is further averred that the management has discriminated the workman by making said recovery from him as no such recovery had been made from Shri S.P. Singh who too had not received/obtained any permission from the department. He thus claims the refund of the amount recovered from him by the management as mentioned above.

3. Claim has been contested by the management denying the claim of the claimant.

4. Written statement was followed by replication wherein averments made in the written statement were denied and facts mentioned in the claim statement were reiterated.

5. Management examined Shri Alok Tandon, Manager of the Bank and closed its evidence while the workman examined himself as WW1 and closed his evidence.

6. After closure of the evidence the case was fixed for arguments.

7. Today at the time of final arguments the A/R for the management made the following statement :

“Statement of Shri T.C. Gupta A/R for the Management. On S.A.

I state that the workman Sh. Yogender Nagpal has been promoted in Officer Cadre and he personally informed me that he is no longer interested to continue to contest the case. Even otherwise on the merits of evidence on record the workman claim is without any force.

BO & AC.

Sd/- T.C. Gupta”

8. The workman is not appearing in this case since 23-8-2002. It shows that he is not interested in the prosecution of his claim. Statement of A/R of the management is accepted and in view of his statement ‘A’. No Dispute award is hereby passed. File be consigned to R.R.

S.S. BAL, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का.आ. 2822.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-1 के पंचाट (संदर्भ संख्या 83/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं. एल-11012/10/97-आईआर(सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2822.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 83/98) of the Central Government Industrial Tribunal/Labour Court, New Delhi-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India and their workman, which was received by the Central Government on 8-10-2004.

[No. L-11012/10/97-IR (C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT: NEW DELHI

PRESIDING OFFICER : SHRI S. S. BAL

I. D. No. 83/98

In the matter of dispute between :

Shri Ram Lal

S/o Shri Jabal Kishan,

r/o 550/10, Vishwas Nagar,

60 feet Road, Yudishter Street,

Shahdara, Delhi-32

.....Workman

Versus

The Senior Manager,

Air India,

Himalaya House,

K. G. Marg,

New Delhi-110001.

.....Management

Appearances :

Workman in person with his A/R

Shri S.P. Sharma

Shri G. Mishra A/R for the Mgt.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-11012/10/97-IR (Coal-1) dated 6-3-98 has referred the following Industrial Dispute to this Tribunal for adjudication :—

“Whether Shri Ram Lal, Casual Loader was covered within the provisions of the scheme published in the Gazette of India dated 11-5-1991 for absorption/regularisation of casual employees who was working with the management of Air India w.e.f. 19-8-1980 and whether the action of the management of Air India by not regularising the service of Sh. Ram Lal, Casual Loader as per the scheme published in the Gazette of India dated 11-5-1991 for regularisation of casuals is justified? If not, to what relief the concerned workman is entitled and from what date?”

2. Brief facts which have given rise to this dispute are that the workman Shri Ram Lal had worked with the Air India as Casual Loader w.e.f. September, 1981 till 1985 and thereafter he alongwith other casual employees were not allowed to continue in service and his request to continue him in service was turned down. Thereafter he was called in the year 1989 by the management for joining the duty and when he contacted the Personnel Manager, his letter was taken away and he was asked to come again and after that his appointment was postponed on one pretext of the other and he was not reinstated. It is also stated that he worked for 240 days. Subsequently on the direction from the Hon'ble C.G.I.T., the Management had agreed to re-employ those casual workers who had actually worked for a total period of not less than 240 days during their

entire span of service in Air India as on 31-12-1987 and who had worked with Air India even after 1-1-86 and he fulfilled the eligibility criteria of having worked for 240 days but he was not allowed to resume duty. He is similarly situated as Jhaman Lal who has been allowed to work and the action of the management in not allowing him to continue on the job is illegal and is in violation of the provisions of Constitution of India. He requested to call him back and regularise his service period retrospectively w.e.f. the date the judgment of the Court.

3. The Management contested the case by filing written statement claiming that the claimant has misrepresented the facts and as such is not entitled to any relief. However, it is stated that the claimant workman as casual loader with the management during the years 1981 to 1985. Thereafter he abandoned the work and did not turn up to perform any work. It is further stated that some of the casual workers filed petitions before the Supreme Court in the year 1987 for regularisation of their service. Supreme Court directed the Central Govt. to refer the matter for adjudication to C.G.I.T. and accordingly the Ld. Presiding Officer of C.G.I.T. (Central) adjudicated upon the matter and passed an Award dated 4th of March, 1991 holding that regularisation of the workers shall be done in accordance with the scheme prepared by the management. Subsequently the award was challenged by the petitioners by way of filing S.L.P. but the award was found to be fair and reasonable by the Supreme Court and the S.L.P. was thus disposed of upholding the Scheme submitted by the Management. The scheme, proposed by the management and approved by the C.G.I.T. New Delhi is enumerated hereunder :

Management proposed to draw out a list of petitioners who had been working with the Management on casual basis alongwith other casuals in order of seniority of number of days actually worked in descending order as per the following criteria :—

- (1) Total number of days would be calculated as on 31-12-1987 as the reference was made by the Central Govt. for referring the dispute to the Central Government Industrial Tribunal on 23-9-1987.
- (2) Only such casuals would be eligible for employment who had actually worked for a total period of not less than 240 days during their entire span of service in Air India as on 31-12-1987.
- (3) Such casuals who have not worked with Air India after 1-1-86 would not be eligible for consideration under the above scheme.
- (4) Such of the casuals against whom there are cases of misconduct would not be eligible for consideration under the above scheme. This is as per the order passed by the Hon'ble

Presiding Officer of the Central Government Industrial Tribunal on 5-1-1988.

- (5) Casuals were to be regularised as per the corporation recruitment procedure including the interviews, pre-employment medical examination and verification of character and antecedents by the Police Authorities etc. Age relaxation would be given.
- (6) In terms of the above procedure, 112 writ petitioners would become eligible for regularisation/absorption subject to Air India Recruitment Procedure over the period of next three years in phased manner.

The scheme was approved by the C.G.I.T New Delhi vide order dated 4th March, 1991 which was published in the Gazette of India dated May 11, 1991. It is further stated that the present applicant Mr. Ram Lal was not eligible as he has not worked with the Air India after 1st January, 1986. Hence he was not considered for regular appointment and not called for interview on account of non-fulfillment of the eligibility criteria. It is further stated that the present claim suffers from delay and latches as the same has been filed after 7 years and is liable to be rejected as mis-conceived in law. It is further stated that the claimant cannot be regularised and besides this regularisation of the claimant is not possible as the same would affect adversely the other employees regularised with the management after compliance of the procedure approved by the court in the scheme of 1991.

4. On merits it is admitted that the claimant has worked with the Management during the year 1981 to 1989 but it is denied that he was not allowed to continue his services as claimed or he approached the Management to join the services as claimed. It is averred that he approached Air India in the year 1986 and he voluntarily abandoned the work. Other contentions were also denied being false. It is also denied that he is eligible for the post. It is stated that the workman is not entitled to any relief claimed and petition is liable to be dismissed.

5. The claimant filed rejoinder denying/controverting the controvertial pleas raised by the management and reiterated the contents of its petition.

6. Thereafter evidence was adduced by way of affidavit and after claimant examined himself as WW1 and Management on the contrary examined Shri Azim Akbar (MW1) Assistant Manager Personnel as MW1. After closure of evidence workman A/R as well as the Management A/R adduced arguments. I have perused the record meticulously.

7. In the instant case the management has admitted that the workman has worked as loader with the Management during the year 1981 to 1985 but has denied that thereafter he has not worked with the management. He abandoned the job and he did not turn up to resume the

work. The Management also claimed that the claimant did not fulfil the eligibility criteria of the scheme prepared under the guidance and with the approval of the management and under the directions of the P.O.C.G.I.T. and even the Supreme Court also did not find any fault with the scheme for dealing with the workman and reinstating the workman. P.O. and the Supreme Court also found the scheme to be reasonable and one of the criteria of the scheme was that the casuals who had not worked with the Air India after 1986 will not be eligible for consideration under the above scheme. The present workman Mr. Ram Lal has also not worked with the management after 1-1-1986 as it is obvious that he has worked w.e.f. September 1981 upto the year 1985 and as such he is not eligible for absorption and reinstatement. His claim for reinstatement does not appear to be in compliance with the said criteria of the above said scheme. Therefore, I am of the opinion that as the workman has not fulfilled the above criteria of the above said scheme i.e. he has not worked after 1-1-1986 he is not entitled to be reinstated for absorption or reinstatement. Hence his claim is liable to be dismissed and is accordingly dismissed. Thus the provisions of the said scheme for absorption of casual employees who were working with the management Air India is not applicable to claimant Shri Ram Lal, Casual Loader and the action of the management Air India by not regularising his services as Casual Loader according to the said scheme published in the Gazette of India dated 11-5-1991 for regularisation of Casual Workers is justified. The reference is answered accordingly. Award is hereby passed.

S. S. BAL, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का. आ. 2823.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअर इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-1 के पंचाट (संदर्भ संख्या 84/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं० एल-11012/8/97-आईआर(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2823.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 84/98) of the Central Government Industrial Tribunal/Labour Court, New Delhi-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India and their workman, which was received by the Central Government on 8-10-2004.

[No. L-11012/8/97-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NEW DELHI

PRESIDING OFFICER: S. S. BAL

I.D. NO. 84/98

In the matter of dispute between :

Shri Joginder Kumar S/o Shri Pooran Chand,
WZ-29, Raj Nagar,
Palam Colony Part II,
New Delhi.

Workman

Versus

The Senior Manager,
Air India,
Himalaya House,
K.G. Marg,
New Delhi.

Management

APPEARANCES : Workman in person with his A/R Shri
S.P. Sharma,

Shri G. Mishra A/R for Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-11012/8/97/IR (Coal-I) dated 10-3-1998 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether Shri Joginder Kumar, Casual Loader was covered within the provisions of the scheme published in the Gazette of India dated 11-5-91 for absorption/regularisation of casual employees who was working with the Management of Air India w.e.f. 14-12-80 and whether the action of the management of Air India by not regularising the services of Shri Joginder Kumar, Casual Loader as per the scheme published in the Gazette of India dated 11-5-91 for regularisation of casuals is justified? If not to what relief the concerned workman is entitled and from what date?"

2. Brief facts as culled from record are that the workman claimant Shri Joginder Kumar workman claimant herein has been working with the respondent Air India w.e.f. September, 1980 satisfactorily to the satisfaction of the Management till 1985, has completed 240 days in working continuously. He raised above dispute with the management which has been ultimately referred to this Tribunal for adjudication in the form of the instant reference, that as casual employee he along with other casual workers not allowed to continue in the service by the management and his request to continue with his service was turned down by the concerned officer of the management on the plea that the case pertaining to service of casual workers was pending disposal in the court. In 1989 the management called him to join duty and he was asked to fulfil the

formalities. He was not allowed to join duty despite fact he completed the formalities. Subsequently on the direction of the Central Government Industrial Tribunal the Management Air India agreed to employ those casual workers who had actually worked for total period of not less than 240 days during their entire span of service in Air India as on 31-12-1987 and secondly who worked with Air India even after 1-1-86 and it is further stated that the applicant has come to know that consequent upon the deliverance of judgment of the Court, Management has called some of those casual labours who had not worked with Air India after one month in 1986. Names of those persons who have been regularised are Jagmohan Lal and Jai. It is pertinent to mention that Jagmohan Lal has not worked with Air India after 1985 and name of Jai Singh does not find place in the list furnished by Air India. It is further stated that Jagmohan Lal as well he himself are similarly situated. So far as year of work is concerned. However Air India adopted a discriminatory attitude by not calling him for the job which is in violation of Articles 14 and 16 of Constitution of India. It is further stated that on 13-4-89 Air India issued letter to the applicant to join as casual loader and when he went to see Personal Manager his letter was taken from him and he was told to come again and thereafter on one pretext of the other his appointment was postponed as a regular of which he was not reinstated again. In view of the above facts he requested that management be asked to take him back on the job and regularise his service with retrospective effect from the date of the judgment of the court.

3. The claim of the workman had been contested by filing written statement pleading that his claim is devoid of merits and not maintainable claimant has misrepresented the court as such he is not entitled to any relief. It is further stated that the claimant has worked as casual loader with Management only during the year 1981 to 1985. Thereafter he abandoned the work and never turned up to perform his work with the management. Some of the casual worker approached the Supreme Court filed writ petition before the Supreme Court in the year 1987 for regularisation of their services. The Supreme Court directed the Central Government to refer the matter for adjudication before the C.G.I.T. and thereafter P.O. of C.G.I.T. adjudicated upon the matter and in his award dated 4-3-91 held that regularisation of these workmen shall be done in accordance with the Scheme prepared by management. Petitioner challenged the award of the C.G.I.T. by filing S.L.P. before the Supreme Court. The Hon'ble Learned judges of the Supreme Court found the award to be fair and reasonable and dismissed off the petition upholding the Scheme submitted by the management. The scheme proposed by the management and approved by the C.G.I.T., New Delhi is given below :

The management proposed to draw out a list of petitioners who had been working with it on casual basis

alongwith other casuals in order of seniority of number of days actually worked in descending order as per the following criteria :

- (1) Total number of days would be calculated as on 31-12-87 since the reference was made by the Central Government for referring the dispute to the Central Government Industrial Tribunal on 23-9-87.
- (2) Only such of the casuals would be eligible for employment who had actually worked for a total period of not less than 240 days during their entire span of service in Air India as on 31-12-87.
- (3) Such of the casuals who have not worked with Air India after 1-1-86 would not be eligible for consideration under the above scheme.
- (4) Such of the casuals against whom there are cases of misconduct would not be eligible for consideration under the above scheme. This is as per the order passed by the Hon'ble Presiding Officer of the C.G.I.T. on 5th January, 1988.
- (5) The casuals would be regularised as per the corporation recruitment procedure including the interviews, pre-employment medical examination and verification of character and antecedents by the Police Authorities etc. Age relaxation would be given; and
- (6) In terms of the above procedure, 112 writ petitioners would become eligible for regularisation/absorption subject to Air India Recruitment procedure over the period of next three years in phased manner.

The scheme was approved by the Hon'ble Presiding Officer C.G.I.T. New Delhi vide order dated 4th March, 1991 which was published in the Gazette of India dated May 11, 1991. The present claimant Shri Joginder Kumar was not found eligible as he had not worked with the Air India after 1-1-86 as required in terms of para 3 and clause 3 of the said scheme which states that such casuals who have not worked with Air India after 1986 would not be eligible for consideration under the Scheme. It is further stated that the present claim suffers from delay and laches as the same has been filed after seven years and as such liable to be rejected as misconceived in law. Claimant is not liable to be regularised with the management as the same would affect adversely the other employees regularised with the management after complying with the procedure approved by the said scheme.

4. On merits it is submitted that the claimant has worked with the management as casual worker during the year 1981 to 1985. However, it is denied that claimant and other workers were not allowed to continue in service.

Claimant has worked only upto 1985 and thereafter he abandoned the work and never presented himself for work with the management. Management Air India never disallowed and refrained any casual worker to carry out or perform any work and allegation in this regard is false and baseless. Workman never approached Air India for engaging him casual labourer in the year 1986 or thereafter. The workman voluntarily abandoned the casual work during the year 1985 and never presented himself for work. Management also never called him for joining duties or fulfilling the requisite formalities in any capacity as he was not fulfilling eligibility criteria in terms of the scheme of regularisation as approved by the C.G.I.T. vide order dated 4-3-91. The claimant did not fulfil the above criteria and as such did not work after 1-1-86. Hence in view of sub-para 3 of the above said eligibility criteria the workman is not eligible under the said scheme for regularisation. The Management of Air India had duly adhered to the Scheme approved by the Hon'ble Central Government Industrial Tribunal, New Delhi and no candidate had been given any arbitrary treatment. It is further stated that Jhaman Lal and Mr. Jai Singh were regularised as both of these candidates were fulfilling the eligibility requirements as laid down in the Scheme. It is denied that the management issued any letter to the claimant as stated. It is further stated that the management promised to call claimant for interview. This prayer is misconceived and it is prayed that claim of the workman be rejected and award in favour of the management be passed accordingly.

5. Written statement was followed by rejoinder wherein controverted pleas raised in the written statement were denied and contents of the claim statement were reiterated to be correct.

6. Thereafter both the parties adduced their evidence. Workman examined himself as WW1 and Management examined Shri Azeem Akbar, Assistant Manager Personnel as MW1. After closure of evidence arguments were addressed on both sides.

7. I have heard both the parties at length and perused the record meticulously.

8. In the instant case the management has admitted that the workman has worked as loader with the management during the year 1981 to 1985 but has denied that thereafter he has worked with the management. According to the Management he abandoned the job and he did not turn up to resume the work. The management also claimed that the claimant did not fulfil the eligibility criteria of the scheme prepared under the guidance and with the approval of the management and under the directions of the P.O.C.G.I.T. and even the Supreme Court also did not find any fault with the scheme for dealing with the workman and reinstating the workman and the Supreme Court also found the scheme to be reasonable. One of the criteria of the scheme was that the casual worker who had not worked with the Air India after 1-1-86 will not be eligible for consideration under the above scheme. The present workman Shri Joginder Kumar has also not worked with

the management after 1-1-86 as he has worked during the year 1981 till 1985 as is obvious from his statement of claim wherein he claimed that he has worked w.e.f. September, 1980 upto the year 1985 and as such he is not eligible for absorption and reinstatement. His claim for reinstatement does not appear to be in compliance the said criteria of the above said scheme. Therefore, I am of the opinion that as the workman has not fulfilled the above criteria of the above said scheme i.e. he has not worked after 1-1-86. So he is not entitled to be reinstated for absorption or reinstatement. Hence his claim is liable to be dismissed and is accordingly dismissed. Thus Shri Joginder Kumar is not covered with in the provisions of the scheme for absorption of casual employees who were working with the management Air India i.e. the aforesaid Scheme is not applicable to the workman Shri Joginder Kumar Casual Loader and the action of the management of Air India by not regularising his services as casual loader according to the Scheme published in Gazette of India dated 11-5-91 is justified, and he is not entitled to absorption and regularisation. The reference is answered accordingly. Award is hereby passed.

S. S. BAL, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का. आ. 2824.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑयल इंडस्ट्री डेवलेपमेंट बोर्ड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली II के पंचाट (संदर्भ संख्या 51/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं० एल-20040/93/94-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2824.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 51/96) of the Central Government Industrial Tribunal/Labour Court New Delhi II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oil Industry Development Board and their workman, which was received by the Central Government on 8-10-2004.

[No. L-20040/93/94-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE PRESIDING OFFICER : CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II,**

**RAJENDRA BHAWAN, GROUND FLOOR
RAJENDRA PLACE NEW DELHI**

PRESIDING OFFICER : R. N. RAI

I.D. NO. 51/96

IN THE MATTER OF:—**RAM HET***Versus***OIL INDUSTRY DEVELOPMENT BOARD****AWARD**

The Ministry of Labour by its letter No. L-20040/93/94/IR (C. I) Central Government Dated 01-05-1996 has referred the following for adjudication.

The point runs as hereunder :—

“Whether the demand of the union that Sh. Ram Het was working with the management of Oil Industry Development Board from 19-3-90 to 30-9-93 and his service were illegally terminated by the management w.e.f. 1-10-93 is justified? If so, to what relief the concerned workman is entitled.”

The statement of claim has been filed through Secy. of the Union. In the statement of claim, he has stated that the above said workman was working with the management as peon and drawing Rs. 805/- p.m. as last salary w.e.f. 19-03-1990. That the workman was/is very active member of the union and demanded appointment letter, Identity Card, leaves bonus, overtimes, for the extra house duties several times. But the management never cared and was taking duty upto 11 p.m. per day. After office hours they took duty at the residence of the Secretary of the Board at 58 Ashoka Road, New Delhi, but paid nothing.

That the management became very arrogant and annoyed and terminated the services of the workman without any reason and notice w.e.f. 1-10-1993 after getting the signature of the workman on several blank papers and vouchers, under pressure, because the workman joined union and demanded legal benefits. That the management did not give any response to several letters, prayers even final demand notice dated 14-10-1993 which is sent *vide* registered A.D. letter No. A-403/107/4667 dated 15-10-1993 from Eastern Court Post Office, New Delhi.

That the workman raised the dispute before conciliation officer (Central), K.G. Road, New Delhi. The management came in the conciliation and did not take the workman back in service and did not settle the dispute in the conciliation office, Shri S.D. Dua, section officer moved a wrong reply before the conciliation officer in the counter of statement of claim of the workman. Govt. of India *vide* Order No. L-20040/93/94-I.R. (C.I) dated. 1-5-1996 referred the dispute for adjudication. That the workman has raised A.L.C.A. 8/95 in the tribunal for his overtime payment. That the above action of the management is unlawful, unjust, mala fide, revengeful, arbitrary and against the

principles of natural justice, so the workman is entitled for full legal benefits.

The management has filed written statement and in the written statement it has been stated that the workman was engaged during 1993 for a period of 3 months for weeding out and shifting of records. The period of employment did not exceed 240 days. Therefore Sh. Ram Het is not eligible for protection under the I.D. Act, 1947. He was not employed on a salary of Rs. 805/- p.m. w.e.f. 19-3-90. The question of termination of his services w.e.f. 1-10-93 did not arise as he was never taken in the employment. His services were hired on job work basis as there was a need of one man to assist the regular employee.

The workman has filed rejoinder. In his rejoinder he has reiterated the averments of statement of claim and he has denied the statement of reply.

Both the parties have adduced evidences in support of their case. It was submitted from the side of the workman applicant that he had worked for 240 days and he was employed on a salary of Rs. 805/-. The management has filed paper dated 18-2-93 in which it has been mentioned that Rs. 805/- labour charges were paid to him and the applicant has received as labour charges. Again a contingent bill was passed for Rs. 805/- and he has received Rs. 805/- as labour charges. It was the duty of the workman to establish the fact that he has worked for 240 days but there are only 2 vouchers of Rs. 805/- and he has not filed any other paper in support of his claim. He has deposed that he has worked at the house of some officer but that will not amount to engagement under the management. The workman has denied that the vouchers have not been signed by him. It is the duty of the workman to prove that he has worked for 240 days, then only Section 25F of the I.D. Act will be attracted but the workman applicant has filed only the paper of the Directorate of Employment and he has not filed any paper regarding his work under the management. The workman applicant has not succeeded in proving that he had worked for 240 days. Mere allegations are not sufficient but there must be some documentary proof but no documentary proof has been filed. The workman is not liable to be regularised or reinstated.

The reference is replied thus :—

The demand of the union that Sh. Ram Het was working with the management of Oil Industry Development Board from 19-3-90 to 30-9-93 and his services were illegally terminated by the management w.e.f. 1-10-93 is not justified. The workman is not entitled to get any relief as prayed for.

The award is given accordingly.

Dated. 23-9-2004

R. N. RAI, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का.आ. 2825.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद- नं. II के पंचाट (संदर्भ संख्या 44/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं. एल-20012/746/97-आई.आर.(सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2825.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44/99) of the Central Government Industrial Tribunal/Labour Court Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 8-10-2004.

[No. L-20012/746/97-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Present: Sri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 44 OF 1999

PARTIES: Employers in relation to the management of BCCL and their workman.

APPEARANCES:

On behalf of the workman : None
On behalf of the employers : Mr. D. K. Verma, Advocate.
State : Jharkhand : Industry : Coal

Dated. Dhanbad, the 24th Sept., 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/746/97-IR(C-I), dated, the 18th January, 1999.

SCHEDULE

"Whether the action of the management of Loyabad Coke Plant of M/s. BCCL in denial to provide employment to the dependent Sh. Prem Nath Dhobi, son of late Shashi Dhobi, Ex-employee under the

provision of NCWA-II is legal and justified? If not, to what relief Sh. Prem Nath Dhobi, the dependent son of late Shashi Dhobi is entitled?"

2. In this reference neither the concerned workman nor his representative appeared. Management, however, made appearance through their authorised representative. This case is pending since 1999 for disposal. Record shows that inspite of giving several chances neither the concerned workman nor the sponsoring union considered necessary to submit Written Statement on their behalf. Their attitude shows clearly that they are reluctant to submit any such Written Statement for the reason best known to them. As the workman/sponsoring union is not taking any step to file any Written Statement. I do not find any cogent reason to adjourn the case *suo moto*, for duly together only to file for Written Statement by the workman/sponsoring union. Hence, the case is closed and a 'No dispute' Award is passed in this reference presuming non-existence of any industrial dispute between the parties. The reference is disposed of accordingly.

B. BISWAS, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का.आ. 2826.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद- नं. II के पंचाट (संदर्भ संख्या 57/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं. एल-20012/272/2002-आई.आर.(सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2826.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 57/2003) of the Central Government Industrial Tribunal/Labour Court Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 8-10-2004.

[No. L-20012/272/2002-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT : Sri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 57 OF 2003

PARTIES: Employers in relation to the management of
Katras Area of M/s. BCCL and their workman

APPEARANCES:

On behalf of the workman : None
On behalf of the employers : Mr. U. N. Lal,
Advocate.
State : Jharkhand : Industry : Coal.

Dated, Dhanbad, the 24th Sept., 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following disputes to this Tribunal for adjudication *vide* their Order No. L-20012/272/2002-IR(C-I), dated, the Nil.

SCHEDULE

“Whether the demand of Colliery Karamchari Sangh from the management of BCCL, Katras Area to consider Smt. Gendia Dhobin, General Mazdoor of Keshalpur Colliery for VRS (F) and to provide employment to her son Sri Ghanshyam Dhobi *alias* Ghanshyam Rajak is proper and justified? If so, to what relief is the concerned workman or her dependent entitled?”

2. In this reference neither concerned workman nor his representative appeared. Management, however, made appearance through their learned Advocate. Record shows that inspite of issuance of consecutive notices neither the concerned workman nor the sponsoring union considered necessary to submit written statement in the instance case. The attitude of the concerned workman/sponsoring union if is taken into consideration will expose that neither the concerned workman nor the sponsoring union is interested to proceed with hearing of the case. Accordingly, this Tribunal finds no ground to keep this case pending for days together only for appearance of the concerned workman/union. Hence, the case is closed and a ‘No dispute Award’ is passed in this reference presuming non-existence of any industrial dispute between the parties. The reference is disposed of accordingly.

B. BISWAS, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का.आ. 2827.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबंध में निरदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय धनबाद-नं. II के पंचाट (संदर्भ संख्या 203/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं. एल-20012/333/97-आई.आर.(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2827.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 203/98) of the Central Government Industrial Tribunal/Labour Court Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 8-10-2004.

[No. L-20012/333/97-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD**

PRESENT: Sri B. BISWAS, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act., 1947

REFERENCE NO. 203 OF 1998

PARTIES: Employers in relation to the management of
Mohuda Area No. II of M/s. BCCL and their
workman.

APPEARANCES:

On behalf of the workman : None
On behalf of the employers : None
State : Jharkhand : Industry : Coal.

Dated, Dhanbad, the 21st September, 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-20012/333/97-IR(C-I), dated, the Nil.

SCHEDULE

“Whether the action of the management of Mohuda Area No. II M/s. BCCL not protecting the salary of Smt. Phulmani Beldarin is legal and justified? If not, to what relief the concerned workman entitled to?”

2. In this reference neither the concerned workman nor his representative appeared. Management, however, made appearance through their authorised representative. Record shows that inspite of issuance of consecutive notices neither the concerned workman nor the sponsoring union considered necessary to submit written statement in the instant case. The attitude of the concerned workman/sponsoring union if is taken into consideration will expose that neither the concerned workman nor the sponsoring union is interested to proceed with the hearing of the case. Accordingly, this Tribunal finds no ground to keep pending this case for days together only for appearance of the concerned workman/union. Hence, the case is closed.

Under the circumstances, a 'No dispute' Award is rendered and the instant reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का.आ. 2828.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-II के पंचाट (संदर्भ संख्या 53/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं. एल-20012/44/2003-आईआर(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2828.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2003) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 8-10-2004.

[No. L-20012/44/2003-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 53 of 2003

PARTIES: Employers in relation to the management of P.B. Area of M/s. BCCL and their workman

APPEARANCES:

On behalf of the workman : None

On behalf of the employers : None

State : Jharkhand Industry : Coal.

Dated. Dhanbad. the 21st September, 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/44/2003 dated 27-6-2003.

SCHEDULE

"Whether the action of the management of Pootki Colliery under P. B. Area of M/s. BCCL in not accepting the date of birth of Sri Ram Chandra as 1-7-47 and retiring him w.e.f. 1-7-2001 instead of 1-7-2007 is fair and justified? If not, to what relief the concerned workman entitled?"

2. In this reference neither the concerned workman nor his representative appeared. None also appeared on behalf of the management. Record shows that inspite of issuance of notice neither the concerned workman nor the sponsoring union considered necessary to submit written statement in the instant case. The attitude of the concerned workman/sponsoring union if is taken into consideration, it will expose that neither the concerned workman nor the sponsoring union is interested to proceed with the hearing of the case. Accordingly, this Tribunal finds no ground to keep this case pending for days together only for appearance of the concerned workman/union. Hence, the case is closed. Accordingly, a 'No dispute' Award is passed in this reference presuming Non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer.

नई दिल्ली, 13 अक्टूबर, 2004

का.आ. 2829.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-II के पंचाट (संदर्भ संख्या 147/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं. एल-20012/39/2001-आईआर(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2829.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 147/2001) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 8-10-2004.

[No. L-20012/39/2001-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947

REFERENCE NO. 147 OF 2001

PARTIES: Employers in relation to the management of
M/s. BCCL and their workman

APPEARANCES:

On behalf of the workman : None

On behalf of the employers : None

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 21st September, 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/39/2001-C-I dated the 30th April, 2001.

SCHEDULE

“Whether the action of the management of BCCL Godhur Colliery in not granting notional seniority in the post of Dumper Operator/Tech. Grade-B to Shri Quaiyam Ansari w.e.f. 13-7-93 is just and fair? If not, to what relief is the workman concerned entitled?”

2. In this case neither the concerned workman nor his representative appeared. None also appeared on behalf of the management. It appears from the record that the instant case is pending for disposal since 23-6-2002. Record also further shows that inspite of given ample opportunity the parties involved in the dispute have failed to appear before this Tribunal and even they did not consider necessary to file their respective Written Statement. The attitude of the parties clearly show that they are not interested to proceed with the hearing of this case. Under the circumstances, this Tribunal also finds no reason to adjourn the case suo moto for days together. Hence the case is closed. Accordingly, a ‘No dispute’ Award is passed in this case presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer.

नई दिल्ली, 13 अक्टूबर, 2004

का.आ. 2830.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-II के पंचाट (संदर्भ संख्या 47/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं. एल-20012/778/97-आईआर(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2830.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/99) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 8-10-2004.

[No. L-20012/778/97-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD**

PRESENT:

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947

Reference No. 47 OF 1999

PARTIES: Employers in relation to the management of
Kusunda Area of M/s. BCCL and their
workman

APPEARANCES:

On behalf of the workman : None

On behalf of the employers : Mr. R.N. Ganguly,
Advocate

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 21st September, 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/778/97-IR (C-I), dated the 18th January, 1999.

SCHEDULE

“Whether the action of the management of Kusunda Area of BCCL in not regularising Sh. Om Prakash Bhar, of Dhansar Colliery as pay-loader Operator, as per trade test held on 24-11-94 is legal and justified? If not, to what relief is the workman entitled?”

2. In this case neither the concerned workman nor his representative appeared. Management, however, made appearance through their learned Advocate. The instant reference case is pending since 1999 for disposal. Record shows that ample opportunities have been given to the workman/union but inspite of giving several opportunities they have failed to appear before this Tribunal. Even they did not consider necessary to file Written Statement on their behalf. The attitude of the concerned workman/union

if is taken into consideration, it will expose clearly that they are not interested to proceed with the case. Under the circumstances, there is no reason to adjourn the case suo motu. Hence, the case is closed and a 'No dispute' Award is passed presuming non-existence of any industrial dispute between the parties. The reference is disposed of accordingly.

B. BISWAS, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का.आ. 2831.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-II के पंचाट (संदर्भ संख्या 157/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं. एल-20012/288/2000-आई.आर.(सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2831.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 157/2000) of the Central Government Industrial Tribunal/Labour Court Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workmen, which was received by the Central Government on 8-10-2004.

[No. L-20012/288/2000-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 157 OF 2000

PARTIES: Employers in relation to the management of Kusunda Area of M/s. BCCL and their workman

APPEARANCES:

On behalf of the workman	:	Mr. S. C. Gaur, Advocate
On behalf of the employers	:	None
State : Jharkhand	:	Industry : Coal.

Dated, Dhanbad, the 14th September, 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/288/2000 (C-I), dated the 25th October, 2000.

SCHEDULE

"Whether the action of the management of Kusunda Area of M/s.BCCL in not accepting the date of birth of Shri Radhik Mian as recorded in the Transfer Certificate and Mining Sirdar ship certificate as I-7-48 is fair and justified? If not, to what relief is the concerned workman entitled?"

2. In this case both the parties appeared and filed their respective Written Statement. Subsequently, in course of hearing learned Advocate by filing a petition submitted his prayer to pass a 'No dispute' Award as the concerned workman involved in this dispute is not interested to proceed with the hearing of this case. Perused the petition and also heard in the learned Advocate for the concerned workman. Since the concerned workman involved in this reference is not interested to proceed with the hearing of this case, there is no reason to drag on the same. Under the circumstances, a 'No dispute' Award is rendered and the instant dispute is disposed on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का.आ. 2832.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-II के पंचाट (संदर्भ संख्या 39/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं. एल-20012/257/97-आई.आर.(सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2832.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/99) of the Central Government Industrial Tribunal/Labour Court Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workmen, which was received by the Central Government on 8-10-2004.

[No. L-20012/257/97-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (NO. 2) AT DHANBAD****PRESENT**

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 39 OF 1998

PARTIES: Employers in relation to the management of
Dugda Coal Washery of M/s. BCCL and their
workman**APPEARANCES:**

On behalf of the workman	:	None
On behalf of the employers	:	Mr. R. N. Ganguly, Advocate
State : Jharkhand	:	Industry : Coal. Washery

Dated, Dhanbad, the 3rd September, 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/257/97-IR (C-I), dated the 20th February, 1998.

SCHEDULE

"Whether the denial of regularisation of workers (as per enclosed list) by the management of the Dugda Coal Washery of M/s. BCCL is legal and justified? If not, to what relief are these workman entitled?"

2. The case of the concerned workmen according to Written Statement submitted by the sponsoring Union on their behalf in brief is as follows :—

The sponsoring Union submitted that the concerned workmen were engaged about eight years back at Dugda Coal Washery Organisation by the management against skilled and semi-skilled jobs which used to be carried out by the permanent and regular workers of the management and their work used to be supervised directly by their senior Officials. They further submitted that the job which the concerned workmen used to perform were of permanent and perennial in nature. They disclosed that the manpower requirement after modification in the plant and setting up of new installations were managed by these workmen but instead of issuing gate passes to all of them management issued gate passes to some of them which will expose that they worked in the plant continuously and regularly like permanent workers. They further disclosed that against work management used to pay their wages and the wagesheet will expose that they worked continuously under the management in the said washery.

Accordingly they submitted that as the concerned workmen worked under the management at Dugda Coal Washery continuously for the last eight years they deserved their regularisation. But as the management refused to consider their appeal in this regard they raised Industrial dispute which ultimately resulted reference to this Tribunal for adjudication. In view of the facts and circumstances stated above they submitted their prayer to pass award directing the management to regularise the concerned workmen from the date of their joining with back wages and other consequential relief.

3. Management on the contrary after filing Written statement-cum-rejoinder have denied all the claims and allegations which the sponsoring Union asserted in the Written statement submitted on behalf of the concerned workmen. They submitted that the persons named in the reference never worked at Dugda Coal Washery. They are outsiders and accordingly question of their appointment by the management in the said washery any day does not arise and for which their claim of regularisation by raising an Industrial dispute is not at all tenable in the eye of law. Actually their demand for regularisation is nothing but an attempt to enter in the service through back door. They submitted that for taking up some temporary nature of jobs for temporary period to attend unconventional and unforeseen breakdowns which are not normal and regular in nature sometimes they gave contractors to attend the same. Such types of Contracts do not fall under the prohibited category of Contract Labour (Regulation and Abolition) Act, 1970. These persons in the reference might have worked under these contractors time to time. They submitted that the work of the aforesaid contractors used to commence as per work order for each work on a particular date and used to be completed within the stipulated time mentioned in the contract and sometimes that particular work used to be completed before schedule. They further submitted that they had never given contracts to perform any job violating the provisions of Contract Labour (Regulation and Abolition) Act, 1970.

They categorically denied the claims of the concerned workmen about their work at the said washery being appointed by the management and for which they submitted prayer to pass award rejecting their claim as stated in the Written Statement submitted by the sponsoring Union.

4. Points to be decided

"Whether the denial of regularisation of workers (as per enclosed list) by the management of the Dugda Coal Washery of M/s. BCCL is legal and justified? If not, to what relief are these workmen entitled?"

5. Finding with reasons

It transpires from the record that as the sponsoring Union in spite of getting ample opportunity have failed to

adduce any evidence either oral or documentary their case was closed and the case was taken up for exparte hearing.

Management in course of hearing examined one witness as MW-1 exparte with a view to substantiate their claim.

Considering the facts disclosed in the pleading of the sponsoring Union it transpires that about eight years back the concerned workmen were directly employed by the management to perform skilled and unskilled work at Dugda Coal Washery. They disclosed that for long eight years the concerned workmen discharged their duties continuously and inspite of existing vacancies the management refused to regularise them in service and for which they were compelled to raise Industrial Dispute.

On the contrary management by submitting written statement categorically denied this claim of the sponsoring Union. They submitted that the concerned workmen who have claimed for regularisation are outsiders and never engaged by the management to perform any skilled or unskilled job in the washery. They submitted that in case of any requirement to perform jobs of temporary nature and also in case of unforeseen break down they used to appoint contractors abiding by the provision of Contract Labour (Regulation and Abolition) Act, 1970, on the basis of work orders. The said job which the contractors are entrusted to perform are not perenial in nature. MW-1 in course of his evidence corroborated the facts disclosed in the pleading submitted by the management.

Therefore, in view of the submission of the management initial onus shifted on the sponsoring Union to establish their claim. On careful consideration of the record I have failed to find out any material actually on and from which date, month and year the concerned workmen

were appointed by the management. It is the contention of the sponsoring Union that management after appointing them engaged to perform skilled and unskilled jobs but failed to disclose in which capacity or designation they got their appointment. In the instant case 47 workmen are involved but the written statement submitted by the sponsoring union does not ventilate the names of the workmen who were skilled labour and who were unskilled labour. The sponsoring Union also in course of hearing have failed to produce any appointment letter or identity card of the workmen to show that they were actually appointed by the management. It is the contention of the sponsoring Union that the concerned workmen used to get their wages from the management as per wagesheet but inspite of claiming so they have failed to produce a single wage sheet in support of their claim. It is their further contention that the concerned workmen continuously worked under the management for last ten years but inspite of claiming so they did not consider necessary to produce a single scrap of authentic document.

Actually excepting placing claim the sponsoring Union have failed to consider necessary to substantiate the same by adducing cogent evidence. It is to be borne into mind that facts disclosed in the pleading cannot be considered as substantive piece of evidence until and unless it is substantiated by cogent evidence. I find no hesitation to say that the sponsoring Union have lamentably failed to substantiate their claim and for which they are not entitled to get any relief.

In the result, the following Award is rendered exparte:

“The denial of regularisation of wokers (as per enclosed list) by the management of Dugda Coal Washery of M/s. BCCL is legal and justified. Consequently, the concerned workmen are not entitled to get any relief.”

B. BISWAS, Presiding Officer

ANNEXURE

Details particulars of the workers engaged in the plant by the management

Sl. No.	Name of the Worker	Father/Husband Name	Address	Aged	Designation
1	2	3	4	5	6
1	Sri Punit Mahto	Sri Amrit Mahto	Dugda	30	Welder
2	Sri Lali Mahto	Sri Khiru Mahto	Dugda	24	Helper
3	Sri Kishun Mahto	Sri Biru Mahto	Dugda	25	Helper
4	Sri Dasirath Mahto	Sri Punit Mahto	Dugda	26	Helper
5	Sri Bhuneshwar Mahto	Sri Jailal Mahto	Dugda	21	Helper
6	Sri Pokhlal Mahto	Sri D. Mahto	Dugda	28	Helper
7	Sri Baleshwar Mahto	Sri B. Mahto	Dugda	32	Helper
8	Sri Sarju Pd. Mahto	Sri Andu Mahto	Dugda	18	Helper
9	Sri Chhotulal Mahto	Sri A. Mahto	Dugda	26	Helper

1	2	3	4	5	6
10	Sri Kedar Mahto	Sri Sukar Mahto	Dugda	26	Helper
11	Md. Aqbal Ahamad	Md. M. Ansari	Dugda	20	Helper
12	Sri Ramlal Mahto	Sri Radhu Mahto	Dugda	22	Helper
13	Sri Ayodhya Pd. Mahto	Sri Bijay Mahto	Dugda	24	Helper
14	Sri Ramesh Pd. Mahto	Sri Radho Mahto	Dugda	21	Helper
15	Sri Bijay Mahto	Sri Amrit Mahto	Dugda	20	Helper
16	Sri Narsingh Rai	Sri Saryug Rai	Dugda	27	Helper
17	Sri Dinesh Mahto No. 2	Sri Arjun Mahto	Dugda	26	Helper
18	Sri Arbind Kr. Singh	Sri R.N. Singh	Dugda	27	Helper
19	Sri Arun Singh	Sri Lal Singh	Dugda	27	Helper
20	Sri Dipak Mahto	Sri Rameshwar Mahto	Dugda	26	Helper
21	Sri Sita Ram Mahto	Sri Damodar Mahto	Dugda	22	Helper
22	Sri Tarkeshwar Yadav	Sri Ramnath Yadav	Dugda	25	Helper
23	Sri Shatrudhan Rai	Sri Narsingh Rai	Dugda	20	Helper
24	Sri Santosh Pandey	Sri K.N. Pandey	Dugda	20	Helper
25	Sri Rabishankar Tiwari	Sri Bishwanath Tiwari	Dugda	20	Helper
26	Sri Alam Mahto	Sri Sukhlal Mahto	Dugda	22	Helper
27	Sri Kuldeep Nath Deo	Sri Chandranath Deo	Dugda	21	Helper
28	Sri Teeka Ram Mahto	Late Mehari Mahto	Hasstand Dugda	30	Helper
29	Sri Koleshwar Mahto	Sri Lalan Mahto	Dugda	26	Helper
30	Sri Bharat Kisku	Sri Shiocharan Kisku	Budhidih	26	Helper
31	Sri Shio Kumar	Sri G.C. Ram	Dugda	27	Helper
32	Sri Bijay Mahto	Sri Dinu Mahto	Khaleho	25	Helper
33	Sri Parbhudayal Mahto	Sri Jai Ram Mahto	Lakshmipur	24	Helper
34	Sri Jagdish Mahto	Sri Madhusudan Mahto	Bendra (Rajatand)	26	Helper
35	Md. S.H. Ansari	Md. Abdul Rashid	Dugda	26	Helper
36	Sri Pabitra Dutta	Sri L.K. Dutta	Dugda	26	Helper
37	Sri Ramesh Pd. Mahto	Sri Sita Ram Mahto	Budhidih Dugda	20	Helper
38	Sri Uma Shankar Mahto	Sri Dilu Mahto	Raztand Dugda	23	Helper
39	Sri Shatrudhan Bishwakarma	Sri Hari Bishwakarma	Dugda	25	Helper
40	Sri K. Bishwakarma	Sri Janki Bishwakarma	Budhidih	2	Helper
41	Sri Jagdish Mahto	Sri Narayan Mahto	Raztand Dugda	22	Helper
42	Sri Bijay Mahto	Sri Mangar Mahto	Paplo	22	Helper
43	Sri Ajay Singh	Sri R. N. Singh	Dugda	24	Helper
44	Sri Anuj Das	Sri D. N. Das	Dugda	22	Helper
45	Sri Anil Das	Sri D. N. Das	Dugda	28	Helper
46	Sri Sunil Ray	Sri Kailash Ray	Dugda	27	Helper
47	Sri Tulsi Mahto	Sri Anand Mahto	Dugda	25	Helper

नई दिल्ली, 13 अक्टूबर, 2004

SCHEDULE

का.आ. 2833.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टिस्को के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद- नं. II के पंचाट (संदर्भ संख्या 171/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं. एल-20012/686/97-आई.आर.(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2833.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 171/98) of the Central Government Industrial Tribunal/Labour Court Dhanbad No. II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of TISCO and their workmen, which was received by the Central Government on 8-10-2004.

[No. L-20012/686/97-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT: Sri B. Biswas, Presiding Officer

(Reference No. 171 of 1998)

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947

PARTIES: Employers in relation to the management of West Bokaro Colliery of M/s. TISCO. Ltd. and their workman.

APPEARANCES:

On behalf of the workman : None
On behalf of the employers : Mr. D. K. Verma, Advocate.
State : Jharkhand : Industry : Coal.

Dated, Dhanbad, the 3rd Sept., 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/686/97-IR(C-I), dated, the 23rd July, 1998.

"Whether the demand of Sri Manoj Kumar Verma, workman concerned for reinstatement in the services of the company on permanent roll w.e.f. March, 1996 alongwith full back wages from the management of West Bokaro Colliery of M/s TISCO. Ltd. P.O. Ghatotand is justified? If so, to what relief is the workman entitled?"

2. The case of the concerned workman according to Written Statement submitted by him in brief is as follows:—

The concerned workman submitted that he was appointed at West Bokaro Colliery as Care Taker against permanent vacancy and was posted at Trainees hostel at West Bokaro Colliery of the management. His wages at that time was fixed at Rs. 800 P.M. He alleged that the management with a view to deprive him from becoming a permanent employee of the company though made artificial break in his services completed 240 days attendance in each year. He alleged that when he submitted representation to the management for his regularisation as permanent workman they without giving him any notice or paying him any compensation stopped him from services with effect from April, 1996. He disclosed that thereafter he submitted several representation to the management for his reinstatement in service but to no effect and for which he raised an industrial dispute before the ALC(C) Hazaribagh for conciliation which ultimately resulted reference to this Tribunal for adjudication.

He alleged that management illegally, arbitrarily and violating the principle of natural justice stopped him from his work. Accordingly, he submitted his prayer to pass award directing the management to reinstate him in service.

3. Management on the contrary after filling written statement-cum-rejoinder have denied all the claims and allegations which the concerned workman asserted in his written statement. They submitted that no employer employee relationship ever existed between the concerned workman and the management and for which question of his regularisation did not arise.

They disclosed that the trainees on different trades connected with and incidental to mining operation are provided with free accommodation in the hostel. Excepting the said free accommodation the trainees are to maintain servant, Cook Caretaker, Sweepers etc. Jointly for performance of miscellaneous domestic jobs and for which they are liable to pay. Management however, has sanctioned a sum of Rs. 1300 jointly per month to meet all such expenses. Out of the said money, a sum of Rs. 800 P.M. is payable to the Caretaker and a sum of Rs. 800 P.M. is payable to the Sweeper. To meet rest expenses the trainees jointly contribute accordingly to the cost required for food and other expenses time to time. They submitted

that on being approached by the concerned workman, the trainees engaged him as Caretaker and for rendering his service as Caretaker the trainees used to pay him Rs. 800 P.M. as his wages. They submitted further that as the concerned workman failed to maintain cordial relations with the trainee and also as they were not satisfied with his behaviour he was asked not to attend the hostel any further. They categorically disclosed that the management had no concern with the internal matter between the trainees and the concerned person as he was a domestic servant of them and for which they had no roll to interference with their affairs.

He was never put on the roll of the company and for which question of his reinstatement in view of his claim finds no basis at all. Accordingly they submitted prayer for passing award rejecting the claim of the concerned workman.

4. POINTS TO BE DECIDED.—

“Whether the demand of Sri Manoj Kumar Verma, workman concerned for reinstatement in the services of the company on permanent roll w.e.f. March, 1966 along with full back wages from the Management of West Bokaro Colliery of M/s. TISCO. Ltd., P.O. Ghatotand is justified? If so, to what relief is the workman entitled?”

FINDING WITH REASONS

5. It transpires from the record that the management with a view to substantiate their claim examined one witness as MW-1. On the contrary the concerned workman did not consider necessary to adduce any evidence with a view to substantiate his claim.

Considering the facts disclosed in the pleadings of both sides and also considering evidence of MW-1 it transpires that management for the trainee employees provided a hostel for their free accommodation. However, for the maintenance of Caretaker, Cook Sweeper etc. they sanctioned a sum of Rs. 1300/- P.M. as allowance out of which a sum of Rs. 800/- P.M. is payable to Caretaker and Rs. 500/- to Sweeper. They further submitted that the trainees in the hostel kept the concerned workman as Caretaker for performing domestic jobs and his wages was to be paid out of the allowance granted by the authority. Considering submission of the Management, therefore, it is clear that the concerned workman started working in the trainees hostel, since March, 1994. It is also admitted fact that the said workman as his wages used to receive Rs. 800/- P.M. which the management sanctioned as allowance for Caretaker.

It is the contention of the concerned workman that he was appointed by the Management as Caretaker at Rs. 800/- P.M. in the hostel of the trainees in the month of March, 1994. According to the facts disclosed in the pleadings of the concerned workman it transpires that

management stopped his work from April, 1996 as he demanded for his regularisation. It has been further submitted by him that from April, 1994 to April, 1996 he worked in the said hostel continuously and put his attendance for more than 240 days in each year. He alleged that management without giving any notice or paying any compensation stopped him from his service. He further disclosed in his written statement that the job of Caretaker in the hostel which he used to perform was permanent in nature and knowing fully well of this fact management illegally, arbitrarily and violating the principle of natural justice stopped him from work.

In course of hearing not a single scrap of paper is forthcoming before this Tribunal to show that the concerned workman was actually appointed by the management as Caretaker. Therefore, the plea taken by the concerned workman finds no basis. No cogent evidence also is forthcoming before this Tribunal to show that as he made representation to the management for his regularisation he was stopped from his service. There is also no cogent paper to show that he continuously worked from April, 1994 to April, 1996 and put his attendance for more than 240 days in each calendar year. It is admitted fact that the concerned workman started working in the hostel of the trainees as Caretaker. Management admitted that though accommodation of the trainees in the said hostel was free they are to bear all the expenses for running the mess. However, as a token they granted allowance for Rs. 1300/- P.M. for payment of Caretaker and sweeper. Therefore, the allowance which was granted cannot be considered as wages. As the mess of the the said hostel used to be run by the trainees they were responsible to meet all the expenses in that regard. No evidence is forthcoming to show that it was the management who used to meet all the expenses of the hostel for the benefit of the trainees. It is specific contention of the management that as the behaviour as well as service of the concerned workman was not satisfactory the trainees in the hostel did not allow him to work further, there. This fact actually was not challenged by the concerned workman.

It should be borne into mind that facts disclosed in the pleading cannot be considered as substantive piece of evidence until and unless the same is substantiated by cogent evidence. There is no dispute to hold that the concerned workman worked in the trainees hostel for a certain period but that does not justify that he was actually appointed by the management to work there.

After careful consideration of all the facts and circumstances there is sufficient reason to hold that the concerned workman though has got sufficient opportunity to justify his claim I find little scope to uphold his contention. It is his specific allegation that management stopped him from his service as he claimed for his regularisation. To this effect he has failed to produce any cogent evidence. Actually excepting the facts disclosed

in the written statement the concerned workman did not consider necessary to justify his claim. In view of the facts and circumstances discussed above I hold that the concerned workman has lamentably failed to justify his claim and for which he is not entitled to get any relief.

In the result, the following Award is rendered.—

“The demand of Sri Manoj Kumar Verma, workman concerned for reinstatement in the services of the company on permanent roll w.e.f. March, 1996 along with full back wages from the management of West Bokaro Colliery of M/s. TISCO. Ltd., P.O. Ghatotand is not justified. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का.आ. 2834.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा०को०को०लि० के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद नं. II के पंचाट (संदर्भ संख्या 234/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं. एल-20012/569/98-आई.आर.(सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2834—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 234/99) of the Central Government Industrial Tribunal/Labour Court Dhanbad II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workmen, which was received by the Central Government on 8-10-2004.

[No. L-20012/569/98-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT : Sri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947

REFERENCE NO. 234 OF 1999

PARTIES: Employers in relation to the management of M/s. BCCL's Kustore Area and their workman.

APPEARANCES:

On behalf of the workman : None
On behalf of the employers : Mr. U.N. Lall,
Advocate.
State : Jharkhand : Industry : Coal.

Dated, Dhanbad, the 2nd Septmber, 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/569/98-IR(C-1), dated, the 17th May, 1999.

SCHEDULE

“KYA B.C.C.L. KEY PRAVANDHTANTRA DWARA SHRI BALESHWAR BHUIYA, CABLEMAN KO SEVAYA BARKHASTH KIYA JANA UCHIT, VIDHIBAT EVAM NAYASNAGAT HAI? YADI NAHI TO KARMKAR KIS RAHAT KEY PATRA HAI?

2. The case of the management in brief is as follows:—

Management submitted that the concerned workman was a Cableman Ena Fire Project. They alleged that the said workman started absenting from duty without giving any information or taking any permission w.e.f. 7-5-95. Accordingly a chargesheet was issued to him vide No. Ena/PD/95/F-chargesheet/Abs/1281 dated 25-7-95. They submitted that as the concerned workman was not available at Colliery premises, a copy was pasted in the notice board of the colliery office. But as no reply was received from him the Disciplinary Authority decided to hold domestic enquiry against him and the notice of enquiry was also published in the local daily Dhanbad Rashmi on 2-12-95. In spite of publication of enquiry notice in the newspaper as the concerned workman did not turn up or considered necessary to submit his reply the enquiry officer fixed date for enquiry on 25-3-96 and notice to that effect was sent to his address by registered post on 13-3-96. They alleged that the concerned workman as did not consider necessary to appear the enquiry officer conducted hearing of the enquiry proceeding experts against him and after completing the said enquiry he submitted his report holding him guilty to the charges brought against him. They alleged that past records relating to attendance of the concerned workman to his duty was very bad. They submitted that during the year 1992, 1993 and 1994 he put his attendance for 177 days, 217 days and 115 days respectively. Accordingly after considering report of the enquiry officer and all other material facts the Disciplinary Authority dismissed him from his service vide letter No. Ena/PD/96/F-Dismissal/846 dt. 5/7-8-96. They

disclosed that before dismissing the concerned workman from his service sufficient opportunity was given to him for his rectification but to no effect. In the circumstances they submitted that the Disciplinary authority neither committed any illegality nor took any arbitrary decision in dismissing the concerned workman from his service.

It transpires from the record that in spite of giving ample opportunity the concerned workman neither appeared nor submitted any Written Statement. He did not take any step to defence his case and for which the instant case was taken up for exparte hearing.

3. POINTS TO BE DECIDED.—

“KYABCCL KEY PRAVANDHTANTRA DWARA SHRIBALESHWAR BHUIYA, CABLEMAN KOSEVAYA BARKHASTH KIYA JANA UCHIT, VIDHIBATA EVAM NAYASANGAT HAI ? YADI NAHI TO KARMIKAR KIS RAHAT KEY PATRA HAI?”

FINDING WITH REASONS

3. It transpires from the record that before taking up hearing of the case on merit it was taken into consideration as preliminary issue whether domestic enquiry held against the concerned workman by the Enquiry Officer was fair, proper and in accordance with the principle of natural justice. The said issue on preliminary point was disposed of exparte vide order No. 9 dated 12-3-04 wherein it was decided that domestic enquiry held against the concerned workman was fair, proper and in accordance with the principle of natural justice.

Now the point for consideration is if the management have been able to substantiate the charge brought against the concerned workman and whether the concerned workman is entitled to get any relief U/s. 11A of the I.D. Act.

It is seen that the concerned workman was a Cableman at Ena Fire Project. The specific allegation of the management is that the concerned workman was not only in the habit of remaining himself absent unauthorisedly but also started absenting himself from duty continuously with effect from 7-5-95 and for which the Disciplinary Authority was compelled to issue chargesheet against him vide no. Ena/PD/95/F-Chargesheet/Abs/1281 dt. 25-7-95. The chargesheet during hearing was marked as Ext. M/1 which speaks as follows :—

“Bharat Coking Coal Limited Ena Colliery.

Dated 28-7-95

Ref. No. Ena/PD/95/F-Chargesheet/Abs/1281.

To Shri Baleshwar Bhuiya,

Cableman

Home Address :

Vill : Harriabela.
Post Singhrail
Dist. Gaya.

CHARGESHEET

It appears from our record that you are in the habit of absenting from your duty without any permission/information of the appropriate authority. The details of your attendance during the last three years are as follows :—

Yes/Date	Days	Years/Date	Days
1992	177		
1993	207		
1994	115		

Further it has been reported that your absenting again with effect from 7-5-95 duty without approval or reasonable cause.

Under the circumstances you are hereby charged for misconduct in terms of the following para of the certified Standing order of this colliery which reads as under :—

26.1.1 “Wilful absence from duty without sufficient cause.”

Please show cause within 46 hours of the receipt of the chargesheet as to why appropriate disciplinary action shall not be taken against you for the habitual absence from duty.

Sd/-

Illegible, Manager/
Agent Ena Colliery.,
1-8-95”

Considering the chargesheet it transpires clearly that the concerned workman was in the habit of remaining himself on unauthorised absence. It further transpires that during the years 1992, 1993 and 1994 the concerned workman put his attendance for duty for 177 days, 207 days and 115 days respectively. During the year 1995 he again started absenting himself from duty with effect from 7-5-95 without taking any permission or giving any intimation. The chargesheet was issued against him under signature of the Manager/Agent on 1-8-95 with the allegation that continuously for a period of about three months he remained himself absent from duty without informing the management. It transpires from the record that the management took all effort for procuring the presence of the concerned workman in course of hearing the enquiry proceeding but could not succeed. It is clear considering all materials on record and also from the report of the Enquiry Officer that the concerned workman started remaining himself absent from duty without giving any intimation or taking any permission from the management. According the concerned workman cannot avoid his responsibility to assign reason of his absence but he did not consider necessary to do so. On the contrary after the order of dismissal from service he raised industrial dispute for conciliation which ultimately resulted reference to this

Tribunal by the Ministry. It is seen that after receipt of this reference the concerned workman neither appeared nor submitted any Written Statement in support of his claim. Therefore, there is reason to believe that the concerned workman wilfully avoided to face the hearing as he had no cogent ground to show in support of his remaining absent continuously for such a long period.

Considering the enquiry report and also all other materials on record I hold that the management have been able to substantiate the charge brought against the accused person. I have considered the order of dismissal issued against the concerned workman under signature of the Agent which during evidence was marked as Ext. ZM-8. Sufficient reason was assigned before approval of this order of dismissal by the General Manager.

Now the point for consideration is whether the concerned workman is entitled to get any relief U/S. 11A of the I.D. Act, 1947. Section 11-A of the I.D. Act speaks as follows :—

“Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require.”

Therefore, it requires to be looked into if the order of dismissal issued by the management was justified and it was proportionate in relation to the order of dismissal or not. I have already discussed above that the concerned workman neither considered necessary to appear nor thought it fit to assign any reason for his absence. If the conduct of the concerned workman is looked into it will expose that he did not bother to assign any reason for his absence. Such whimsical act of the concerned workman has clearly exposed his mentality which I consider is highly derogatory to maintain work culture and discipline in the administration. It is seen that the management practically was compelled to issue order of dismissal against him which I consider was neither illegal and unjustified nor was disproportionate.

In the result, the following Award is rendered :—

“The action of the management of Ena Fire Project, Kustore Area of M/s. BCCL in dismissing Shri Baleshwar Bhuiya, Cableman from the services of

the Company is legal and justified. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का.अ. 2835.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. भा. को. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद- नं. II के पंचाट (संदर्भ संख्या 251/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं. एल-20012/79/99-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2835.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 251/99) of the Central Government Industrial Tribunal/Labour Court Dhanbad II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workmen, which was received by the Central Government on 8-10-2004.

[No. L-20012/79/99-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT : Sri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 251 OF 1999

PARTIES: Employers in relation to the Management of Govindpur Area No. III of M/s. BCCL and their workman.

APPEARANCES:

On behalf of the workman	:	None
On behalf of the employers	:	None
State : Jharkhand	:	Industry : Coal.

Dated, Dhanbad, the 2nd Sept., 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of

the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/79/99-IR(C-I), dated, the 4th June, 1999.

SCHEDULE

“Whether the action of the management of Nirsha Colliery under Mugma Area of E.C.L. in denying to provide duty to Sri Lal Mohan Pal Electrical Helper of Nirsha Colliery when he joined after sickness is justified? If not, what relief is the workman entitled to?”

2. The case of the concerned workman according to Written Statement submitted by the sponsoring Union on his behalf of him in brief is as follows :—

The sponsoring Union submitted that the concerned workman was a permanent Electric Fitter at Nirsha Colliery. They submitted that due to his serious illness he could not attend his duty and the same was duly intimated to the management. They alleged that after recovery from his ailment when he intended to join his duty he was not allowed to join there stating that his name was struck off from the muster roll for his alleged unauthorised absence from duty. They submitted that the management neither issued any charge sheet nor conducted any domestic enquiry against him for committing alleged misconduct.

They submitted that the concerned workman was in continuous service and oral termination of service by removing his name from muster roll amounts to retrenchment as the management did not comply the mandatory provision of Sections 25 F and 25N of the I.D. Act, 1947. Accordingly he submitted representation to the management for his reinstatement but to no effect and for which he raised an Industrial Dispute through sponsoring Union before the ALC(C), Dhanbad for conciliation which ultimately resulted reference to this Tribunal for adjudication. The concerned workman accordingly submitted his prayer to pass award directing the management to reinstate him in service with full back wages.

Record shows that inspite of issuance of repeated notices management neither appeared nor submitted any Written Statement-cum-rejoinder in response to the Written Statement submitted by the sponsoring Union on behalf of the concerned workman. Accordingly the instant reference case was fixed for exparte hearing.

3. POINTS TO BE DECIDED

“Whether the action of the management of Nirsha Colliery under Mugma Area of E.C.L. in denying to provide duty to Sri Lal Mohan Pal Electrical Helper of Nirsha Colliery when he joined after sickness is justified? If not, what relief the workman is entitled to?”

FINDING WITH REASONS

5. The management, since initiation of this Reference Case did not consider necessary to appear and for which it was fixed for hearing exparte. Record shows that inspite of fixing repeated dates for exparte hearing the concerned workman neither appeared nor considered necessary to adduce evidence.

From the Written Statment submitted by the sponsoring Union it transpires that the concerned workman was permanent Electric Fitter at Nirsa Colliery. They submitted that for serious illness the said workman could not attend to his duty and the said fact was duly communicated to the management. It is their further contention that after recovery when the concerned workman came to his place of work with a view to resume his duty he was not allowed by the management taking the plea that his name was struck off from the muster roll. They alleged that the management neither issued any chargesheet nor initiated any domestic enquiry against the concerned workman. Accordingly such act of the management amounted to retrenchment but that retrenchment was not supported by the provision of Sections 24F and 25N of the I.D. Act.

It is really curious to note that the sponsoring Union is absolutely silent actually on which date, month and year the concerned workman fell ill and for which date he could not attend to his duty. The Written Statement also is silent when the concerned workman after recovery from his ailment came to his place of work for resuming his duties. From the record I have failed to find out an iota of evidence which could show that he was permanent electric Fitter at Nisha Colliery. This fact, the concerned workman cannot avoid to establish with a view to substantiate his claim. No Medical Paper also is forthcoming to show that actually he was lying serious ill which compelled him to abstain himself from duty. It is the claim of the concerned workman that he submitted representation to the management for his reinstatement in service when he came to know that his name was struck off from the muster roll.

The concerned workman intended to get relief in view of his prayer but before getting any such relief on us was on him to establish that he was permanent workman of Nirsha Colliery and management illegally and arbitrarily violating the natural justice struck off his name from the muster roll without issuing any chargesheet or holding any domestic enquiry against him. It is to be borne into mind that facts disclosed in the pleading cannot be considered as substantive piece of evidence untill and unless the same is substantiated by cogent evidence. Record shows that full opportunity was given to the concerned workman to substantiate his claim but he has lamentably failed to do so. Accordingly just relying on the facts disclosed in the Written Statement there is little scope to uphold his contention and for which he is not entitled to

get any relief in view of his prayer. The reference accordingly is answered *suo motu* against the concerned workman.

In the result, the following Award is rendered :—

“The action of the management of Nirsha Colliery under Mugma Area of E.C.L. in denying to provide duty to Sri Lal Mohan Pal Electrical Helper of Nirsha Colliery when he joined after sickness is justified. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का.आ. 2836.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलाइंस एयर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 606 और 607/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2004 को प्राप्त हुआ था।

[सं. एल-11012/34/2001-आई.आर. (सी-I);

एल-11012/35/2001-आई.आर. (सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2836.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 606 & 607/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Alliance Air and their workman, which was received by the Central Government on 12-10-2004.

[No. L-11012/34/2001-IR(C-I);

L-11012/35/2001-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 4th August, 2004

PRESENT : K. JAYARAMAN, Presiding Officer

Industrial Dispute Nos. 606 & 607/2001

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of

the Industrial Disputes Act, 1947 (14 of 1947), between the Management of M/s. Alliance Air and their workman.]

I.D. No.	I Party/Petitioner	II Party/Management
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606/2001	Sri K. Amarnath, C/o. The General Secretary, Southern Employees Association	Vs. The Manager, (Grd. Operations) M/s. Alliance Air Chennai.
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607/2001	Sri L.R. Lakshman, C/o. The General Secretary, Southern Employees Association	Vs. The Manager, (Grd. Operations) M/s. Alliance Air Chennai.
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Appearance :

For the Workman : Mr. K.V. Krishnaswami,
Smt. Sulakshana, Authorised
Representatives.

For the Management : M/s. N.G.R. Prasad,
W.T. Prabhakar,
Advocates.

AWARD

I.D. No. 606/2001 :—

The Central Government, Ministry of Labour vide Order No. L-11012/34/2001-IR (C-I) dated 10-8-2001 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management M/s. Alliance Air in terminating the services of the workman Sri K. Amarnath with effect from 29-2-2000 is justified ? If not, to what relief is he entitled ?”

2. After the receipt of the reference, it was taken on file as I.D. No. 606/2001 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner was working in the Respondent/Management as a Transport Supervisor from 10-6-98 to 29-2-2000 continuously without any break. The Respondent/Management promised the Petitioner that he will be absorbed in regular cadre after six months. On the hope that he will be absorbed in regular cadre, the Petitioner was continuing to discharge his duties. But to his surprise, the Respondent recruited a new candidate in his place and terminated him from service on and from 29-2-2000 without any reason or notice. The Respondent alleged before the Assistant Labour Commissioner (Central) that they have not appointed the Petitioner and he was a

contract labour. This story is invented to mislead the Court. The Petitioner had all his relation with the Respondent/Management Alliance Air only and the Respondent alone is answerable to the Petitioner's claim in all respects. The action of the Respondent/Management in terminating the Petitioner from service is wrong, illegal and opposed to principles of natural justice. Therefore, the Petitioner prays that an award may be passed directing the Respondent/Management to reinstate him in service with full back wages, continuity of service and other attendant benefits.

4. As against this, the Respondent in its Counter Statement alleged that though the Petitioner has filed this claim petition for reinstatement, earlier he along with others had filed Writ Petition in Madras High Court for *mandamus* to absorb them as permanent employees. In that, this Respondent had taken a stand that the Petitioner was not their employee and that they had entrusted the work to one Mr. Ganesan, contractor and it was his responsibility to supervise the movement of vehicles for pick up and dropping of the crew. After this, the Petitioner withdrew the W.P. with a liberty to raise industrial dispute. At no point of time the Respondent had employed the Petitioner. No appointment order was given to him and no salary was paid by the Respondent directly and he was not under the control of the Respondent. The contractor was given specified amount of money towards supervision and movement of vehicles. Subsequently, the Respondent was not happy with the contractor and the Respondent terminated the contract and gave it to 'We Care Services' who are maintaining P.F. and ESI for its employees. Since this Respondent has not appointed the Petitioner, there is no question of termination. The claim of the Petitioner is misconceived and not maintainable. Hence, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are :—

- (i) "Whether the action of the Respondent/Management in terminating the services of the Petitioner w.e.f. 29-2-2000 is justified?"
- (ii) "To what relief, the Petitioner is entitled?"

I.D. No. 607/2001 :—

6. The Central Government, Ministry of Labour *vide* Order No. L-11012/35/2001-IR (C-I) dated 10-8-2001 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of M/s. Alliance Air in terminating the services of the workman Sri L.R. Lakshman with effect from 29-2-2000 is justified? If not, to what relief is he entitled?"

7. After the receipt of the reference, it was taken on file as I.D. No. 607/2001 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

8. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner was working in the Respondent/Management as a Transport Supervisor from 13-12-97 to 29-2-2000 continuously without any break. The Respondent/Management promised the Petitioner that will be absorbed in regular cadre after six months. On the hope that he will be absorbed in regular cadre, the Petitioner was continuing to discharge his duties. But to his surprise, the Respondent recruited a new candidate in his place and terminated him from service on and from 29-2-2000 without any reason or notice. The Respondent alleged before the Assistant Labour Commissioner (Central) that they have not appointed Petitioner and he was a contract labour. This story is invented to mislead the Court. The Petitioner had all his relation with the Respondent/Management Alliance Air only and the Respondent alone is answerable to the Petitioner's claim in all respects. The action of the Respondent/Management in terminating the Petitioner from service is wrong, illegal and opposed to principles of natural justice. Therefore, the Petitioner prays that an award may be passed directing the Respondent/Management to reinstate him in service with full back wages, continuity of service and other attendant benefits.

9. As against this, the Respondent in its Counter Statement alleged that though the Petitioner has filed this claim petition for reinstatement, earlier he along with others had filed Writ Petition in Madras High Court for *mandamus* to absorb them as permanent employees. In that, this Respondent had taken a stand that the Petitioner was not their employee and that they had entrusted the work to one Mr. Ganesan, contractor and it was his responsibility to supervise the movement of vehicles for pick up and dropping of the crew. After this, the Petitioner withdrew the W.P. with a liberty to raise industrial dispute. At no point of time the Respondent had employed the Petitioner. No appointment order was given to him and no salary was paid by the Respondent directly and he was not under the control of the Respondent. The contractor was given specified amount of money towards supervision and movement of vehicles. Subsequently, the Respondent was not happy with the contractor and the Respondent terminated the contract and gave it to 'We Care Services' who are maintaining P.F. and ESI for its employees. Since this Respondent has not appointed the Petitioner, there is no question of termination. The claim of the Petitioner is misconceived and not maintainable. Hence, the Respondent prays that the claim may be dismissed with costs.

10. In these circumstances, the points for my consideration are :—

- (i) “Whether the action of the Respondent/Management in terminating the services of the Petitioner w.e.f. 29-02-2000 is justified?”
- (ii) “To what relief, the Petitioner is entitled?”

11. In both these cases, the issue involved is the same and hence both sides have filed a joint memo stating that evidence taken in I.D. No. 607/2001 may be treated as evidence in I.D. No. 606/2001 and a common Award may be passed in both these cases. As such, a common award is passed in both these cases.

Point No. 1 in both the cases :—

12. The case of the Petitioners in both these cases is, the Petitioner in I.D. No. 606/2001 joined the services of the Respondent on 10-6-98 and the Petitioner in I.D. No. 607/2001 joined the services on 13-12-97 and both of them had continued to work as Transport Supervisor in the Respondent/Management and they were paid monthly salary of Rs. 2750/- per month and they were denied employment from 29-2-2000 and they alleged that the action of the Respondent/Management in terminating their services is unlawful and pray that they should be reinstated in service with consequential relief. As against this, the Respondent/Management in both these cases contended that the Petitioners were employees of a contractor namely one Mr. Ganesan and that the Respondent has no relationship of master and servant with the Petitioners. On the side of the Petitioners one witness namely the Petitioner in I.D. No. 607/2001 Mr. L. R. Lakshman was examined and 33 documents were marked as Ex. W1 to W33 and on the side of the Respondent three witnesses were examined and 12 documents were marked as Ex. M1 to M12. Since the Petitioners alleged that they were appointed directly by the Respondent/Management and they were under the direct control and supervision of the Respondent, the burden of proving that they have been appointed as Transport Supervisors by the Respondent is upon the Petitioners. For this, on the side of the Petitioners Ex. W3 to W7, which are log sheets belonging to the Respondent/Management, were produced, in which the Respondent alleged that the Petitioners have signed under the column ‘action taken’ and they allege that the Petitioners were officials and direct relationship with the Respondent/Management. On behalf of the Petitioner reliance was placed on Ex. W8 to W12 which are trip cost statements alleged to have been prepared by the Petitioners and they were prepared in their capacity as Transport Supervisor and they signed in them. The Petitioner alleged that Ex. W13 is the crew roster on 13-11-99 and Ex. W14 is the letter from the Respondent/Management addressed to Transport In-charge of the Respondent/Management. Ex. W15 is the circular of Chief Pilot of Respondent/Management to all

concerned and copy of the circular was received by Petitioner in I.D. No. 606/2001 in his capacity as Transport Supervisor and Ex. W16 and W29 are identity cards issued to Petitioners by Indian Airlines on a requisition made by the Respondent/Management. In that it is mentioned that they are Transport Supervisors. Further, the witness examined on the side of the Respondent/Management one Mr. Suresh Babu as MW1 has clearly admitted that on the requisition made by the Respondent, only the entry passes were issued to Petitioners. Ex. W17 is the circular dated 14-2-2000 which was received by the Petitioner in I.D. No. 606/2001 and it was received in his capacity as a Transport Incharge. Ex. W18 is the crew pick up slip which was prepared by the Petitioner in I.D. No. 606/2001 in his capacity as Transport Supervisor. Similarly Ex. W19 to W28 are duty roster for three shifts. In all these documents, the name of one Mr. Chinnaya, Mr. Lakshman namely Petitioner in I.D. No. 607/2001 and Mr. Amamath, Petitioner in I.D. No. 606/2001 were found. These rosters allotting shifts of Transport Supervisors are issued by Chief of Ground Operations of the Respondent/Management and these documents are also admitted by the 2nd witness examined on the side of the Respondent/Management. All these documents clearly establish that the Petitioners are under the direct supervision of the Respondent/Management and there is no part played by the alleged contractor Mr. Ganesan.

13. But, as against this, the Respondent/Management contended that the two Petitioners were engaged by Contractor Mr. K. Ganesan as drivers pursuant to the contract of Respondent/Management with Mr. K. Ganesan dated 14-11-97, a copy of which is filed as Ex. M2. The contractor itself says that he has to provide drivers for driving vehicles according to the contract. Further, the Petitioners before raising these disputes have filed two Writ Petitions before Madras High Court, which were numbered as W. P. Nos. 3745/2000 and 3757/2000 and in the said W.Ps. they prayed for Writ of its *Mandamus* as they should be absorbed as permanent employees as Transport Supervisors. In the affidavit in the said W.Ps. in para 3 and 4, copy of which is marked as Ex. W7, they have admitted that they have received salary from Mr. K. Ganesan, contractor. It clearly proves that they were engaged by the contractor and they were not appointed by the Respondent/Management. Further, the witness namely WW1 in the cross examination has admitted that the Respondent/Management had not given him any appointment order. He further admitted that he has not appointed by the Respondent/Management after any publication or notification and he further admitted that there was difference in salary between him and regular transport supervisors of the Respondent/Management. In this case, it is the contention of the Petitioners that they were paid consolidated salary namely Rs. 2750/- whereas the regular employees are paid salary and allowances and further

perquisites. WW1 also admitted that even the service conditions of employees under Respondent were different. It is his clear admission that there is no document to show that he received salary through Finance Department of the Respondent/Management and no memo was issued by the Respondent/Management for any deficiency in service and no action was taken against him. Though the Petitioners relied on the documents Ex.W1 to W33 namely log sheets, crew roster, crew pickup slip, identity cards etc. all these will not establish that the Petitioners were employed by the Respondent. The entry passes or identity cards were only given because they have to enter into the security area. Further, it is the evidence of management witness that crew pick up slips were given to the contractor and they might have been taken by the Petitioners from the contractor to perform his obligations. Though the Petitioners produced copy of duty roster, it was mentioned only to know which crew will have to pick up whom and these documents themselves do not show they are employees of Respondent. It is the clear evidence of MW2 Mr. Chinnaya, who is the only transport supervisor under the Respondent/Management and MW3 stated that in the absence MW2 he would supervise the work of transport department. Under such circumstances, the Petitioners have not established that they were under direct employment of the Respondent/Management. Since they alleged that they were appointed by the Respondent/Management, the burden of proving the same is upon them and they have not established this fact with any satisfactory evidence. Under such circumstances, there is no relationship of master and servant exists between the Respondent and Petitioners and since the Respondent has not appointed the Petitioners, there is no question of termination of their services on 29-2-2000 by the Respondent.

14. As against this, the Authorized Representative for the Petitioners argued that even though the Respondent alleged that Sri K. Ganesan was the transport contractor and the petitioners were under the management of the said Mr. Ganesan and further alleged that Ex. M2 is the contract between the Respondent and the said Ganesan, a perusal of Ex. M1 would clearly prove that the so called contract is to provide only drivers and not supervisors in which category the petitioners were working. Further, though the so called contract alleged to have been expired on 14-9-98, whereas the Petitioners were working till 29-2-2000. MW1 namely Mr. Suresh Babu, who is the Deputy Manager of the Respondent/Management deposed in the cross examination that he does not know whether the contract of Mr. Ganesan was terminated or closed by the respondent. Though the Respondent alleged that the Respondent/Management used to appoint persons only by advertisement in the newspapers and though they have filed Ex. M6 series to show the process of recruitment only by advertisement and due procedure, Ex.M6 pertains to recruitment of Airhostesses and other clerical staff and

further it is dated only June, 2003 and they have not produced any document to show that recruitment was only made by the procedure alleged by them. Under such circumstances, no reliance can be placed on the documents produced by the Respondent. Though the Respondent produced Ex.M7 which is an affidavit filed by one of the Petitioners before High Court praying for regularization and absorption as permanent employee, the same was made on the wrong advise of somebody and therefore, this Tribunal need not place any reliance on this affidavit. Even in that W.P., it was the case of Petitioners that he was an employee of the Respondent and not under Mr. Ganesan. Though the Respondent produced Ex.M9 to M12 and alleged that they were related to records pertaining to 'We Care Services' namely the contractor engaged by the Respondent after the termination of services of the Petitioners, it will not prove that petitioners were not engaged by the Respondent/Management and they were subsequent to the termination of Petitioners and therefore, no reliance can be placed on these documents. Even for argument sake without conceding that the petitioners were working under contractor Mr. Ganesan, it has to be seen whether Mr. Ganesan is a contractor in the eye of law. To become a contractor for supply of labour force, he must obtain licence under Contract Labour (Regulation & Abolition) Act. Again an establishment must register itself before the appropriate authority under section 7(1) of the said Act and Rule 17(1) of Tamil Nadu Contract Labour Rules, 1975. But, in this case, the Respondent/Management miserably failed to establish the above legalities and to prove the same before this Tribunal. The management witness Mr. Suresh Babu who is the Deputy Manager of the Respondent Airlines has clearly admitted in the cross examination that Mr. Ganesan is not a licensed contractor and he himself was a driver and therefore, the burden that Mr. Ganesan is the contractor and the Petitioners were engaged by contractor is a false one and the documents produced by the Petitioners clearly prove beyond doubt that the Petitioners were direct employees under the Respondent and not as alleged by the Respondent that they were contract labourers. Even assuming for argument sake that they were contract labourers, the so called contract Ex. M2 is only sham and bogus and only made to deprive the legitimate rights of the Petitioners and exploiting the poverty and unemployment and therefore, the Tribunal need not go into the question whether the Petitioners were appointed by the Contractor Mr. K. Ganesan. In this case, the management witness MW2 clearly stated that the transport supervisor duty was round the clock i.e. 24 hours duty and therefore, Ex. W19 to W28, which are duty rosters, will prove that the Petitioners namely Mr. Amamath and Lakshman along with the witness MW2 Mr. Chinnaya, all the three persons used to work in shifts and this will also prove that the Petitioners were under direct control and supervision of the Respondent/Management. The Respondent has not proved the valid

contract. Further, the alleged contractor Mr. K. Ganesan was not also examined by the Respondent/Management. On the other hand, the Petitioners have established that they were under direct supervision of the Respondent and they were worked as transport supervisors under the Respondent directly and it is also proved that their work was perennial in nature and therefore, the termination made by the Respondent is illegal, *void ab initio*.

15. But, as against this, the learned counsel for the Respondent argued by relying on vague inferences to be drawn from the circumstances, it cannot be said that the Petitioners were employees of the Respondent Airlines and also they cannot claim that they should be absorbed. It is admitted that the Respondent/Management is a subsidiary of Indian Airlines and it is a Government of India organisation. Under such circumstances, if the Petitioners want to take advantage that they were employees, first they should be recruited as per the recruitment and promotion rules of the Respondent/Management. The Respondent in Ex. M4 dated 26-2-2000 stated that when the selection were held in November, 1999 for the post of transport supervisor, the Petitioners along with three others attended the interview, but they were not found suitable and they were not selected. This was the earliest statement made when the Petitioners raised a dispute before Assistant Labour Commissioner (Central), Chennai and therefore, now they cannot claim that they were employed by the Respondent and they should be absorbed and regularised. It is the admitted case of the Petitioner that their service conditions are different from the regular transport supervisor namely MW2 Mr. Chinnaya, therefore, the Petitioners' demand that they should be reinstated as transport supervisors in the Respondent airlines would amount to back door entry without sanctioned posts. Even the Supreme Court in 1997 2 LLJ 856 ASHWANI KUMAR AND OTHERS *Vs.* STATE OF BIHAR AND OTHERS has held that "question of regularisation in any service including any Govt. service may arise in two contingencies. Firstly, if on any available clear vacancies which are of a long duration appointments are made on *ad-hoc* basis or daily wage basis by a competent authority and are continued from time to time and if it is found that the concerned incumbents have continued to be employed for a long period of time with or without any artificial breaks and their services are otherwise required by the institution which employs them. But even in such case, the pre-condition that the initial entry of such an employee must be made available by the rules and regulations governing such entry..... But even in such a case, the initial entry must not be found to be totally illegal or in blatant disregard of all the established rules and regulations governing such recruitment. In any case back door entries for filling up such vacancies have got to be strictly avoided. However, there would never arise any occasion for regularising the appointment of an employee whose initial

entry itself is tainted and is in total breach of requisite procedure of recruitment especially when there is no vacancy on which such initial entry of candidate could be effected. Such an entry of an employee would remain tainted from the very beginning and no question of regularising such an illegal entrant would survive for consideration, however, competent the recruitment agency may be." The learned counsel for the Respondent further relief on 2000 3 LLJ (Supp) 979 INDIAN AIRLINES CANTEEN WORKERS' UNION *Vs.* DIRECTOR PERSONNEL, INDIAN AIRLINES, NEW DELHI AND OTHERS and argued that in this case also the High Court has held that "before regularisation, post should be available and one must satisfy the qualification prescribed in the rules and also satisfy the scheme conditions. Mere completion of 240 days does not entitle a person to regularisation. Absorption can only be as per the procedure and casuals by their very nature of employment do not have any right apart from any legal consequences. Otherwise, they have to take their chance along with others in accordance with R & P rules". In this case, though the Petitioners have claimed that they should be reinstated to their original position, since they have not established that they were employed by the Respondent/Management and the documents produced by the Petitioners are not clearly established this fact, the Petitioners are not entitled to any relief as claimed by them.

16. I find much force in the contention of the learned counsel for the Respondent because though Petitioners contended that they were appointed by the Respondent/Management as transport supervisors. They have not produced any appointment order issued by the Respondent/Management, but they wanted to rely only on vague inferences to be drawn from the documents produced by them. When the Respondent produced documents to show that the transport management work was done by the transport contractor Mr. K. Ganesan and they have entered into contract with Mr. K. Ganesan, the Petitioners have to establish that they were not under the control of Mr. K. Ganesan and they were only under the control and supervision of the Respondent/Management. But, they have not established this fact with any satisfactory evidence. On the other hand, it is also established by the Respondent/Management that the Petitioners had admitted in W.P. before the High Court that their salary was paid by the Contractor Mr. K. Ganesan. Therefore, the Petitioners have want only burked the fact that they were paid by the contractor Mr. Ganesan and falsely alleged that they were appointed by the Respondent/Management directly as transport supervisors and for this they have taken advantage of the mention of transport supervisors in the identity cards and other documents. But, I find these documents will not clearly prove that the Petitioners were appointed as transport supervisors by the Respondent/Management. Since the Respondent/Management is an

undertaking of Government of India their appointment should be made as per the procedure laid down by the rules and regulations. But, in this case, the Petitioners have not established that they were appointed by the Respondent as transport supervisors and therefore, they cannot claim that they worked as transport supervisors under the Respondent/Management.

17. Again the Authorised Representative for the Petitioners relies on the rulings AIR 1978 SC 1410 HUSSAINBHAI Vs. THE ALATH FACTORY TEZHILALI UNION AND OTHERS, wherein the Supreme Court has held that "where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is in fact the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he for any reason, chokes off, the worker is virtually laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex- contractu is of no consequence when on lifting the veil or looking at the connectus of factors governing employment, it is found though draped in different perfect paper arrangement, that the real employer is management, not the immediate contractor". Similarly in 1995 1 CLR 529 KERALA STATE COIR CORPORATION LTD. Vs. INDUSTRIAL TRIBUNAL, the Kerala High Court has held in that case "where eleven persons who worked as security personnel in the factory of the Kerala State Coir Corporation raised an industrial dispute on the question of termination of their service, the High Court has held that 11 persons were actually allotted to the company by a registered society called state Security Guards Association and wages due to them have been paid by the society to whom the Petitioner made the funds available. But these eleven persons continued to serve only under factory management. The word "employment" in section would postulate a master and servant relationship no matter who supplied the person employed. The test of employment is whether the person employed is under the control and supervision of the employer. Mode of payment whether it was direct or through any other agency, does not normally determine the status of the person as workman" and held that they are under direct control and supervision of the factory. Similarly in this case, though assuming for argument sake that Petitioners were employed under Respondent through a contractor, it is only for their salary. They were paid by Sri K. Ganesan, but on the other hand, the control and supervision is with the Respondent/Management. Under such circumstances, the Tribunal must hold that the Petitioners are workmen under the Respondent/Management.

18. Even though, I find some force in the contention of the learned authorised representative, I find there is no point in the contention because, in this case, the Petitioners have not established the fact that they were under direct control and supervision of the Respondent/Management.

As such, I find the Petitioners are not entitled to claim that they were direct control and supervision of the Respondent/Management as transport supervisors. As such, I find this point against the Petitioners.

Point No. 2 :—

The next point to be decided in this case is to what relief the Petitioners is entitled?

19. In view of my foregoing finding that the Petitioners have not established the fact that they were under direct control and supervision of the Respondent/Management and in view of my finding that Petitioners were contract labourers under the contractor Mr. Ganesan, I find the petitioners are not entitled to any relief as claimed by them. No Costs.

20. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 4th August, 2004)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I Party/Workman : WW1 Sri R. Lakshman

For the II Party/Management : MW 1 Sri G. V. Suresh
Babu
MW 2 Sri P. Chinnaya
MW 3 Sri K. Rajesh

Documents Marked :—

For the I Party/Workman :—

Ex. No.	Date	Description
W1	14-05-99	Xerox copy of the stores requisition sheet.
W2	03-06-99	Xerox copy of the stores requisition sheet.
W3	03-08-98	Xerox copy of the log sheet.
W4	07-98	Xerox copy of the log sheet.
W5	07-98	Xerox copy of the log sheet.
W6	09-99	Xerox copy of the log sheet.
W7	09-99	Xerox copy of the log sheet.
W8	11-99	Xerox copy of the statement of trip cost.
W9	01-2000	Xerox copy of the statement of trip cost.

W10	01-2000	Xerox copy of the statement of trip cost	W31	19-07-99	Xerox copy of the stores requisition sheet.
W11	01-2000	Xerox copy of the statement of trip cost.	W32	18-03-98	Xerox copy of the circular of Respondent regarding usage of Maruti Omni Van.
W12	01-2000	Xerox copy of the statement of trip cost.	W33	01-07-2000	Xerox copy of the letter from I party to Respondent/Management with postal acknowledgement cards.
W13	13-11-99	Xerox copy of the crew roster.	For the II Party/Management :—		
W14	31-01-2000	Xerox copy of the letter of Respondent to staff.	Ex. No.	Date	Description
W15	16-02-2000	Xerox copy of the circular of Respondent.	M1	27-02-97	Xerox copy of the letter of Respondent to Mr. Gopi regarding Labour contract.
W16	01-12-1999	Xerox copy of the I.D. card of the Petitioner.	M2	14-11-97	Xerox copy of the letter of Respondent to Ganesan regarding Labour contract.
W17	14-02-2004.	Xerox copy of the operation instruction note.	M3	Nil	Xerox copy of the details regarding payment made to contractors.
W18	14-02-2000	Xerox copy of the crew pick up slip.	M4	Nil	Xerox copy of the letter from Mr. Elango to Assistant Labour Commissioner (Central).
W19	01-06-98 to 15-06-98	Xerox copy of the duty transport roster of Respondent.	M5	06-01-99	Xerox copy of the internal correspondence.
W20	Nil	Xerox copy of the duty transport roster of Respondent.	M6 series	Nil	Xerox copy of the documents to show process of recruitment in Respondent
W21	01-08-1998 to 15-08-98	Xerox copy of the duty transport roster of Respondent.	M7	21-02-	Xerox copy of the affidavit of Lakshman in W.P.
W22	01-12-98 to 15-12-98	Xerox copy of the duty transport roster of Respondent.	M8	Dec. 2003	Xerox copy of the salary slip issued to P. Chinnaya.
W23	01-12-99 to 15-12-99	Xerox copy of the duty transport roster of Respondent	M9	31-03-2000	Xerox copy of the letter from Respondent to We Care Services Ltd. regarding terms of contract.
W24	Nil	Xerox copy of the duty transport roster of Respondent.	M10	06-07-01	Xerox copy of the renewal of contract with We Care Services.
W25	01-02-2000 to 15-02-2000	Xerox copy of the duty transport roster of Respondent.	M11	01-04-03	Xerox copy of the renewal of contract with We Care Services.
W26	01-01-2000 to 15-01-2000	Xerox copy of the duty transport roster of Respondent.	M12	Nil	Xerox copy of the letter from Respondent for proof of payment made to We Care Services for rendering contract service.
W27	16-01-2000 to 31-01-2000	Xerox copy of the duty transport roster of Respondent.			
W28	01-02-2000 to 15-02-2000	Xerox copy of the duty transport roster of Respondent.			
W29	24-12-97	Xerox copy of the Identity card of Petitioner.			
W30	20-01-2000	Xerox copy of the letter of Respondent Regarding Charter Flight on 22-1-2000.			

नई दिल्ली, 13 अक्टूबर, 2004

का. आ. 2837.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, सेंट्रल प्रोविडेंट फंड कमिश्नर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. II नई दिल्ली के पंचाट (संदर्भ संख्या 88/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2004 को प्राप्त हुआ था।

[सं. एल-42011/49/91-आई.आर. (डी. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 13th October, 2004

S.O. 2837.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 88/96) of the Central Government Industrial Tribunal/Labour Court No. II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Provident Fund Commissioner and their workman, which was received by the Central Government on 13-10-2004.

[No. L-42011/49/91-IR (DU)]

KULDIPRAI VERMA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, RAJENDRA BHAWAN,
GROUND FLOOR, RAJENDRA PLACE
NEW DELHI

PRESIDING OFFICER: R. N. RAI

I. D. No. 88/96

In the Matter of:—

The General Manager,
Central Provident Fund Employees' Union,
Hudko Vishala, Bhikaji Cama Place,
New Delhi.

Versus

The Provident Fund Commissioner,
Central Provident Fund,
'Hudko Vishala',
14, Bhikaji Cama Place,
New Delhi-110066

AWARD

The Ministry of Labour by its letter No. L-42011/49/91-IR (DU) Central Government dated 30-8-1996 has referred the following point for adjudication.

The Point runs as hereunder:—

"Whether the action of the management of Central Provident Fund Commissioner, New Delhi in refusing:

1. CGHS facilities to its retired employees;
2. Enhancement of medical allowance to Rs. 150/- per month for those employees who are posted in the areas where CGHS facilities are not available;
3. Encashment of one month's leave in two years without availing any leave; and
4. To pay wages to their Assistants/Stenographers/Hindi Translators/Superintendents in the same scale of pay as the officials with the same designation are paid in the Central Secretariat,

is just and legal? If not, to what relief are the concerned workmen entitled."

The Union has filed Application under Section 10 of the Industrial Disputes Act, 1947 on behalf of the workmen. In the Application, it has been stated that the action of the management, Central Provident Fund Commissioner, New Delhi in refusing the above stated benefits is highly illegal and unjust and the demand of justice will meet if:—

1. The C.G.H.S. facilities to E.P.F. Employees is available in Delhi but arbitrarily the department stopped the facility for the retired employees. Needless to add that the retired employees of the Central Government continue to be benefited by the C.G.H.S. facility. It looks more unjustified because the illness or sickness is very promptly caught during the old age.
2. The employees of the Central Provident Fund Commissioner's office who inhabited out in the area not covered by the C.G.H.S. a paltry sum of Rs. 90/- per month is being paid as Fixed Medical Allowance. It will be appreciated that these days when the cost of medicine has touched sky high paying Rs. 90. is very very inadequate. Hence, 30 per cent increase in the amount being paid as Fixed Medical Allowance may be allowed after every two years.
3. As regards demand No. 3 regarding Encashment of leave, it is urged that since the matter is pending with the Hon'ble Central Administrative Tribunal, Principal Bench, New Delhi. This may not be pursued.
4. Consequent upon the further revision of Pay-Scales of Assistants/Sr. Stenographers/Hindi Translators/from Rs. 1400—2300 to

Rs. 1640—2900 in the Secretariat Offices of the Central Government and other subordinate office viz.; National Institute of Health and Family Welfare, National Council of Educational Research and Training, All India Institute of Medical Sciences, Indian Council of Agricultural Research and National Co-operative Development Council, the pay of Assistants/Sr. Stenographers and Hindi Translators may be hiked from Rs. 1400—2300 to Rs. 1640—2900.

The management has filed written statement. It has been stated in the written statement that the Employees' Provident Fund Organisation has a recognised Employees' Provident Fund. All India Staff Federation are only authorised to take up the issues pertaining to All India basis. The Local Unions are not authorised to take up the issues concerning All India Gravity. The Local Union of the Hqrs. Office of the EPF Orgn. has in fact exceeded its' limits while taking up all these issues with the higher authorities. It is also submitted that EPF Organisation has a code of discipline in industry (copy enclosed as Annexure 'A') which forbids the Unions/Federation to take up any issue for litigation at a time when the issues are pending for mutual discussion/conciliation.

It is submitted that All India EPF Staff Federation has already entered into a dialogue with the management of the EPF Orgn. regarding various issues (covering almost all the issues raised above). The conciliation proceedings were last held amongst the management and the All India Staff Federation before Chief Labour Commissioner on 4-12-1996. The conciliation exercise is continuous process and requires further mutual consultation. It is submitted that EPF Orgn. is a Statutory Body under the Administrative control of the Ministry of Labour, Government of India. As per the provisions of EPF and MP Act, 1952 for administrative purposes there shall be a Central Board of Trustees and the Services of its officers and employees shall be governed under Section 5-D (7) of the Act. Section 5-D (7) of the Act states that the method of Recruitment, salary and allowances, discipline and other conditions of services shall be such as may be specified by the Central Government and such salary and allowances shall be paid out of the Fund. Sub-section 14 of Section-10 of Industrial Disputes Act, 1947 provides that where there is adequate remedy under separate Act and Scheme and if the Scheme covers the cases of Wages, allowances and conditions of services of the employees and the Central Government has power to deal with the same under the Act and the Scheme, then such demands could not under the circumstances form the subject matter of an Industrial Dispute [Sharat Chatterjee and Co. Pvt. Ltd. Vs. Central Government Industrial Tribunal, 1963 (1) LLJ, 76 CAT]. In view of the above facts and circumstances it is humbly submitted that the demands raised by the Local Union of the Hqrs. Office

may not be entertained at all as a dispute under the Industrial Disputes Act, 1947 and the case may be dismissed accordingly.

The union has filed rejoinder. In the rejoinder it has denied most of the paragraphs of the written statement and has reiterated the averments of the statement of claim.

Both the parties have adduced evidence.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the union that in the present dispute the workmen are really pressing for dispute No. 4 and are not pressing the other disputes for the present. This is of course without prejudice to their claim to raise the other disputes at a future stage.

Dispute No. 4 is regarding payment of wages to the Assistant/Stenographers/Hindi Translators, Superintendents in the same scale of pay as the officials with the same designation are paid in the Central Secretariat.

It was further submitted from the side of the union that Section 5D (7) of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 provides that "the method of recruitment, salary and allowances, discipline and other conditions of service of the Additional Central Provident Fund Commissioner, Deputy Provident Fund Commissioner, Regional Provident Fund Commissioner, Assistant Provident Fund Commissioner and other officers and employees of the Central Board shall be such as may be specified by the Central Board in accordance with the rules and orders applicable to the officers and employees of the Central Government drawing corresponding scale of pay."

According to Section 5 D (7) it becomes quite explicit that the salary and allowances of the employees of the Central Board shall be the same as are provided to the employees of the Central Government drawing corresponding scales of pay. As such the Assistants and Superintendents of the head office of the EPFO are therefore fully entitled to the higher scale of pay drawn by their counterparts in the Central Government. It has been further submitted that the management has admitted that Ministry of Labour is the appropriate government in the present case and therefore, the Assistants and Superintendents in the EPFO are entitled to the same scale of pay as are drawn by their counterparts in the Ministry of Labour.

It was submitted that the Hon'ble High Court has held in several cases that the employees of the autonomous bodies are entitled to the pay scale of Rs. 1640-2900 from the existing pay scale of Rs. 1400-2600 and are to be treated at par with their counterparts in the other Departments of the Government. The Stenographers in the EPFO have been given the revised pay scale corresponding to their counterparts in the Ministry. Section 5D (7) of the

Employees Provident Fund and Miscellaneous Provisions Act, 1952 specifically stipulates that the pay scales of the employees of the EPFO should be the same as their counterparts are drawing in the Central Secretariat.

It was submitted from the side of the management that the Central Provident Fund Employees Union is a branch of All India EPF Staff Federation and, Therefore, cannot take up the issue which have already been a subject matter of conciliation between their parent body, namely, All India EPF Staff Federation and the respondent. The Federation has the right to represent the case of the employees. The payment of Sl. No. 1 has already been granted so it is not the subject matter of the dispute any longer.

It has been ascertained that in 5D(7), it has been mentioned that where the Central Board is of the opinion that it is necessary to make a departure from the said rules or orders in respect of any of the matters aforesaid, it shall obtain the prior approval of the Central Government.

The management wanted to emphasize that Section 5-D(7)(a) contains the proviso clause which stipulates that the rules or orders can be changed with the approval of the Central Government. No such papers have been filed to indicate that the approval of the Central Government has been sought. This case is pending since 1996 and no paper has been filed that the approval of the Central Government has been obtained to change the provisions of 5D(7) of the EPF and Miscellaneous Provisions Act, 1952. Since no approval of the Central Government has been obtained. Section 5D(7) is still in force and the employees are entitled to get salary at par with the salary of their counter parts in the Central Secretariat. The management witness has admitted that in the proceedings produced as Annexure-II and referred to above, there is no mention of any discussion regarding the parity of pay wages to Assistant and Superintendents in those proceedings with the All India EPF Staff Federation. He has already admitted in his cross-examination that Ministry of Labour is the appropriate Government in their case. As such, the matter has not been discussed with the Central Government for according approval to alter the rules and orders as provided in 5D(7). Even this matter has not been agitated by the Employees Provident Fund Staff Federation. Since there is no approval of the Central Government to alter the rules and orders of 5D(7). Section 5D(7) stands as it is and the rules have not been altered or changed with the approval of the Central Government. It has been further submitted that the union which has filed the claim does not represent the All India Trade Union Federation. This question is of no relevance as not only the union but any one can raise the question regarding his legitimate right which has been provided. Section 5D(7) confers the benefits on Assistant Provident Fund Commissioner, Regional Provident Fund Commissioner and the other officers and employees of the

Central Board. According to this provision, the aforesaid employees are entitled to get equal salary of their counter parts in the Central Secretariat. As such, whenever the pay scales are revised by the Central Government or by the Pay Commissions, the aforesaid officers are entitled to automatically get the salary of their counter parts in the Central Secretariat.

It was submitted from the side of the workman that Section 5D(7) of the Employees Provident Fund Act is as here under :—

“(7)(a). The method of recruitment, salary and allowance, discipline and other conditions of service of the Additional Central Provident Fund Commissioner, Deputy Provident Fund Commissioner, Regional Provident Fund Commissioner Assistant Provident Fund Commissioner and other officers and employees of the Central Board shall be such as may be specified by the Central Board in accordance with the rules and orders applicable to the officers and employees of the Central Government drawing corresponding scales of pay;

Provided that where the Central Board is of the opinion that it is necessary to make a departure from the said rules or orders in respect of any of the matters aforesaid, it shall obtain the prior approval of the Central Government.”

The method of recruitment, salary and allowance for Employees of the Central Board shall be such as may be specified by the Central Board in accordance with the rules and orders applicable to the officers and employees of the Central Government drawing corresponding scales of pay. The Central Board has to make the rules and orders for drawing scales corresponding to the scale of pay of Central Government. The proviso of the section stipulates that the Board shall obtain the prior approval of the Central Government. It was submitted that till date of the Central Board has not obtained prior approval of the Central Government, as such the rules and orders are applicable to the officers and employees of the Central Government drawing corresponding scales of pay. This implies that Central Board with the approval of the Central Government may change rules and orders but the Central Board has not so far obtained approval of the Central Government and rules and orders have not been changed.

My attention was drawn to Annexure ‘F’ No. P. IV/ 3(97) 97 dt. 23-06-1998 which is in the form of order and it has been mentioned as here under :—

ORDER

“Executive Committee of the CBT, EPF in its 24th meeting held on 22-10-1997 deliberated in detail on the subject of extension of the revised pay-scales and allowances to the employees of the Employees Provident

Fund Organisation similar to that of the Central Government employees as per the Government of India decisions on the recommendations of the 5th Central Pay Commission.”

From the above order it is explicit that the Government of India has taken decision on the recommendation of the 5th Central Pay Commission to revise the pay scales and allowances to employees of the Employees Provident Fund Organisation similar to that of Central Government employees. It was submitted from the side of the union that the decision to extend the benefits of 5th Pay Commission has been taken by the Central Government. In such circumstances no negotiations and no further discussions are required. In case the Central Government has agreed to extend the benefits of the 5th Central Pay Commission to the employees under reference even the board cannot make rules or orders in that behalf against the decision of the Government of India. So it becomes quite clear that in view of 5D(7) and the decision of Government of India the employees are entitled to get at par with their counter parts of the Central Secretariat.

It was further submitted by the management that first the union should enter into negotiation according to the rules, in this behalf. There is no question of negotiation, regarding the benefits which a particular section provides. Discussions are held regarding those points which are disputed and an agreement is to be reached at but the entitlement of the claimant is not a matter of dispute so here is no question of prior negotiations before filing the case. It is fully established that the claimants are entitled to get relief as prayed for in view of the decision of the Government of India.

The reference is replied thus :—

The action of the management of the Central Provident Fund Commissioner, New Delhi in refusing to pay wages to their Assistants/Stenographers/Hindi Translators/Superintendents in the same scale of pay as the officials with the same designations are paid in the Central Secretariat is neither legal nor justified. The claimants are entitled to get equal salary which are paid to the officials of the same designation in the Central Secretariat and it is directed that payments be made accordingly alongwith the arrears within one month after publication of the award. In default, the claimants will be entitled to interest of 6% per annum on the arrears of wages.

The award is given accordingly.

Dt. 13-10-2004

R. N. RAI, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2004

का. आ. 2838.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में

निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद II के पंचाट (संदर्भ संख्या 51/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-10-2004 को प्राप्त हुआ था।

[सं. एल-20012/66/2003-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 13th October, 2004

S.O. 2838.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 51/2003) of the Central Government Industrial Tribunal/Labour Court Dhanbad II, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 8-10-2004.

[No. L-20012/66/2003-IR (C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

PRESENT:

SHRI B. BISWAS, Presiding Officer

In the matter of an Industrial Dispute under Section 10
(1) (d) of the I. D. Act, 1947

Reference No. 51 of 2003

PARTIES:

Employers in relation to the
management of Barajee Colliery
of M/s. BCCL and their
workman.

APPEARANCES:

On behalf of the workman : None

On behalf of the employers : Mr. D.K. Verma,
Advocate

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 14th Sept., 2004

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/66/2003-IR (C-I), dated, the 27th June, 2003.

SCHEDULE

“Whether the demand of Jharkhand Janta Mazdoor Union for the management of Barajee Colliery for regularising Sri Suresh Kumar in the post of Electrical

Fitter Helper w.e.f. 17-8-99 is justified? If so, to what relief is the workman entitled?"

2. In this reference neither the concerned workman nor his union representative appeared before this Tribunal. Management, however, made appearance through their authorised representative. Record shows that inspite of issuance of consecutive notices neither the concerned workman nor the sponsoring union considered necessary to submit written statement in the instant case. The attitude of the concerned workman/sponsoring union if is taken into consideration it will expose that neither the concerned workman nor the sponsoring union is interested to proceed with the hearing of the case. Accordingly, this Tribunal finds to ground to keep pending this case for days together only for appearance of the concerned workman/union. Hence, the case is closed. Accordingly a 'No dispute' Award is passed presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 14 अक्टूबर, 2004

का. आ. 2839.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नोर्दन रेलवे के प्रबंधन के संबंध में निर्विवाद और उनके कर्मचारियों के बीच, अनुबंध में निर्विवाद औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या आई.डी. नं. 46 ऑफ 99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2004 को प्राप्त हुआ था।

[सं. एल-41012/141/1998-आई.आर. (बी-1)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 14th October, 2004

S.O. 2839.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 46 of 99) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 13-10-2004.

[No. L-41012/141/98 IR(B-1)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE SRI SURESH CHANDRA PRESIDING
OFFICER: CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
SARVODAYA NAGAR, KANPUR, U.P.**

In the Matter of Dispute between :—

Sri Dina Nath Tiwari
Divisional Organising Secretary
Uttar Railway Karamchhari Union,
2-Navin Market, Kanpur.

AND

The Divisional Railway Manager,
Northern Railway,
Allahabad.

In Industrial Dispute Case No. 46 of 99

AWARD

1, Central Government, Ministry of Labour, New Delhi, vide notification No. L-41012/141/98-IR (B-I) dated 9-3-99 has referred the following dispute for adjudication to this tribunal—

"Whether the action of the Divisional Railway Manager, Northern Railway, Allahabad not to provide wages of Rs. 2100/- w.e.f. 19-4-91 to Shri S.K. Gupta, is justified or not? If not, to what relief the workman is entitled to?"

2. The case in short on behalf of the workman is that the concerned workman Sri Srikishan Gupta, worked as Guard Grade B in the scale of pay Rs. 1200-2040, under Chief Controller, Northern Railway, Jhansi Kanpur. It is alleged that the concerned workman was selected for promotion as Guard Grade 'A' and his name figured at serial No. 69 in the selection list circulated vide letter No. 561/EET-3-Guard Selection-86-90-91 dated 26-3-91. It is alleged that the concerned workman was relieved to work as Guard Grade 'A' by means of letter No. CSO-Guard/GMC/91 dated 18-4-91 and he reported for duty under Suptd. Kanpur Central from where he was sent for training vide letter No. C-2 GD/91 dated 19-4-91 and he was also supplied necessary equipment. It is further alleged that the concerned workman attained the age of superannuation on 30-4-91 and retired from the service on the same date. It has also been alleged that the concerned workman was retired at the pay of Rs. 2040/- in guard Grade 'B' whereas taking into consideration his promotion w.e.f. 19-4-91 he ought to have been paid salary in Grade A guard and was also required to be paid his basic pay at Rs. 2100 in the scale of pay of guard Grade 'A' i.e. Rs. 1350-2200. It has also been alleged that the concerned workman retired from the railway service while he was under training as guard grade 'A' and as such he should have been paid his wages in the promoted grade. It has been alleged that as the workman has been illegally deprived of his right to receive wages in the guard Grade 'A' he had to suffer financial loss towards leave encashment, gratuity leave commutation etc, and in this way he suffered loss of Rs. 4644. The workman further alleged that he filed a case under Section 30-C-2 of I.D. Act, before this Labour Court for computation of the said amount, wherein the hon'ble tribunal observed that the claim of the workman is not maintainable as the same was not based on any existing right. In the end on the basis of above pleadings it has been prayed that the action of the management be declared as unjustified and his pay be fixed at Rs. 2100 in the promoted scale of pay and the workman be allowed terminal benefits at the above rate.

3. The management contested the claim of the workman and filed written statement wherein it has been alleged that the selection for the post of Passenger Grade Guard Rs. 1350-2200 was held in the month of January and 7-3-91 and the panel was declared and the concerned workman was placed at serial No. 69. It has further been alleged that on receiving of the panel IAA clearance certificate were called for through the Sr. subordinate concerned and on received of the clearance certificate the case for promotion as passenger guard was put up for approval before the competent authority, therefore the question of promotion, Sri Gupta concerned workman in grade 1350-2200, does not arise, workman retired from the service. It is alleged that as a matter of fact the concerned workman was paid the officiating as passenger guard/grade Rs. 1350-2200 against the local vacancy for which he claimed 15% extra KM. allowance purely on local seniority basis as per rules. It is further alleged by the management that the concerned workman working as guard grade Rs. 1200-2040 was to be considered for promotion as passenger guard grade Rs. 1350-220, but before posting as passenger guard, the workman retired from the service w.e.f. 30-4-91. The railway management denied the fact that the workman was not promoted as passenger guard grade 1350-2200. As the concerned workman had already charged 15% extra per kilometre as per rules instead of promotion as passenger guard he cannot claim further benefit of alleged promotion on which he was never promoted and posted as he was retired on 30-4-91. On the above basis the management has prayed that the workman is not entitled for the relief claimed and his claim is liable to be rejected.

4. Workmen filed rejoinder but nothing new has been alleged therein except reiterating the facts already pleaded by him in his statement of claim.

5. Beside filing of documentary evidence, the workman examined himself as W.W. 1 in support of his case, contrary to it the management was debarred from adducing their evidence by the tribunal on 25-6-03 as management failed to avail the opportunity.

6. The workman has relied on his own oral testimony besides photocopy of document filed by him per list dated 19-10-2000. Paper No. 1 denotes that workman was spared on the basis of a panel of promotions prepared by the management. On the basis panel list dated 26-5-91 whereby the workman was found suitable, and placed on provisional panel of passenger guard in the grade of Rs. 1350-2200. On the strength of this document workman's contention that as he was spared it would be deemed that he had been promoted and posted. The above contention of the workman has no legs to stand as the document filed by the workman dated 31-5-91 reveals that on the basis of panel prepared earlier the posting orders were passed on 31-5-91. Admittedly before the posting order could be released the workman retired from the service of the railway on attaining

the age of his superannuation. Under these circumstances the workman cannot be said to have been promoted and posted before the final order of his posting is passed. Mere inclusion of the name of the workman in the proposed panel list for promotion does not entitle him for any benefits whatsoever until a final order of posting is passed on the basis thereof and he resumes duty on account of the said posting. In the present dispute the evidence and facts are contrary which itself proves that the workman could not resume duty on the basis of promotion order as he had admittedly been retired prior to the issue of the promotion and posting.

7. The workman is, therefore, not entitled for the relief claimed by him as he had not worked in the promotional grade or post on account of his retirement earlier to issue of promotion order to his next scale.

8. The action of the management is, therefore, cannot be said to be either unjustified or legal in not providing wages to the workman in higher grade of Rs. 2100 w.e.f. 19-4-91. The workman is therefore not entitled to any relief.

9. Reference is, therefore, answered against the workman and in favour of the management of Northern Railway.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 14 अक्टूबर, 2004

का. आ. 2840.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-कम-लेबर कोर्ट 1, नई दिल्ली के पंचाट (संदर्भ संख्या आई.डी. नं. 34/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2004 को प्राप्त हुआ था।

[सं. एल-12012/185/1993-आई.आर. (बी-1)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 14th October, 2004

S.O. 2840.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 34/95) of the Central Government Industrial Tribunal/Labour Court II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 13-10-2004.

[No. L-12012/185/1993-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL: CUM-
LABOUR COURT-II,
RAJENDRA BHAWAN, GROUND FLOOR,
RAJENDRA PLACE, NEW DELHI**

R. N. RAI, Presiding Officer

I. D. No. 34/95

In the Matter of :—

Amar Chand
SBI Staff Association
Through S.K. Patney, Dy. Convenor,
SBISA, Delhi Circle, A-50,
New Multan Nagar, Delhi-56.

Versus

SBI
Through Asstt. General Manager
Region I, SBI
Delhi Zonal Office, 11, Sansad Marg,
New Delhi-01

AWARD

The Ministry of Labour by its letter No. L-12012/185/93/IR(B) Central Government Dt. 21-2-1995 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of the SBI New Delhi was justified in reverting Shri Amar Chand from the post of clerk to messenger w.e.f. 9/3/91 in violation of the principles of natural justice? If not, to what relief the workman is entitled to.”

The claimant has filed statement of claim. In the statement of claim, it has been stated that Sh. Amar Chand is a permanent employee of the State Bank of India hereinafter referred to as the bank. That the bank is the statutory body and the service conditions of the workman are governed by Sastry Award as modified by the Desai Award and various Bipartite Settlements, which are incorporated in reference book on staff matters, Vol. I and II published by the bank have acquired statutory status. That Sh. Amar Chand hereinafter referred to as the workman was appointed in the bank on 25-2-77 as messenger. He was confirmed in the service on 25-8-1977. He was 9th pass when he joined the service of the bank. That the workman after taking necessary permission from the bank continued further studies and passed the Uchhattar Madhyamik Examination (Matriculation Standard Examination) 1983, of the Board of Adult Education & Training, New Delhi. The workman submitted the certificates (Annexure A, B and C) to the bank for recording the same in his service record which the bank did.

That in view of the workman having passed the Uchhattar Madhyamik Examination considering it as equivalent to matriculation, the bank considered the workman as eligible for further promotion as clerk. The bank's recorded eligibility norm regarding educational qualification is as under :

“Educational qualification Pass in SSC/Matriculation or equivalent examination.”

The bank called the workman to appear in the written test for promotion for the post of the clerk which was held in 1984. The workman qualified in written test and was thereafter interviewed for final selection as clerk. As a result of written examination and interview, the workman was found suitable for promotion as clerk, the result was circulated by the bank vide its circular letter No. PER/149 of 1987 dated 8-6-1987 addressed to all branches/offices in Delhi circle which is enclosed as annexure-D.

The workman was given due fitment in the clerical scale wages by the bank and his educational qualification was shown as equivalent to matric in the fitment sheet. That after promotion the workman was posted as clerk in MIS department in local head office of the bank at New Delhi. He was duly confirmed as clerk on the basis of his satisfactory work and conduct after 6 months on completion of probation. In 1987 the workman was transferred from local head office of the bank to Asian games village complex, New Delhi branch of the bank. The bank had no complaint against the work and conduct of the workman.

That on 23-2-1991 the branch Manager SBI (name of the branch not stated) served upon the workman a show cause notice vide his memorandum No. 1/91 dated 20-2-1991 stating inter-alia as to why the workman should not be reverted to the subordinate cadre. A photocopy of the said show cause notice is enclosed marked as annexure F. The reply to the show cause notice is enclosed marked as annexure G. That the show cause notice was illegal. The branch manager has no powers under the service conditions applicable to the workman to issue/sign the show cause notice. The show cause notice is a kind of charge sheet and can be signed/served upon the employee belonging to the workman's category by the disciplinary authority only.

The management/respondent has filed WS. In the WS it has been submitted that the workman has also not disclosed the fact in his claim petition that he filed a writ petition in similar matter being No. 2464/91 in the Delhi High Court which was dismissed by the High Court on 17-7-92. So on this ground also the claim of workman is liable to be rejected. That even otherwise on the facts of the case the dispute is not maintainable. Sh. Amar Chand was working as messenger in the bank and he was promoted as clerk on the strength of a certificate produced by him which was issued by the board of Adult Education

and Training, New Delhi. The bank enquired from the Director of Education, Delhi about the validity of the certificate produced by the workman. The Director of Education vide their letter dated 9-8-88 advised that the certificate issued by the Board of Adult Education and Training is not a recognised certificate and the candidate cannot be considered having passed the standard matriculation examination. Therefore the workman cannot be considered eligible for promotion from subordinate cadre to clerical cadre and the promotion given to him was void *ab-initio*. It is a settled law that no one has a right to be of a person who has no right to the post.

That another employee of the bank, Sh. Brij Mohan who was posted as SBI Hissar was also promoted in similar situation and on receiving the advices from the Director of Education Adult Education Branch, New Delhi that the aforesaid certificate issued by the board of adult education and training is not a recognised certificate and it cannot be treated as equivalent with the standard matriculation certificate, the workman was not promoted. The workman filed a writ petition No. 5938 of 1990 in the High Court of Punjab and Haryana, Chandigarh, challenging his reversion, which was not accepted by the Hon'ble High Court and the High Court was pleased to dismiss the writ petition filed by Sh. Brij Mohan. As such as the matter has already been decided by a High Court, so in view of that also this dispute cannot be raised.

That it is absolutely incorrect that the action of the management is mala fide or illegal in any manner whatsoever. The management has acted in a legal manner as the employee does not possess the requisite qualification for promotion and his reversion is fully justified.

The Claimant has filed rejoinder. In his rejoinder, he has reiterated the averments of the statement of claim.

Evidence of both the parties was taken. The witnesses were cross examined by each other.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that in view of Article 311 of the Indian Constitution, he could not be reverted without enquiry he has passed matriculation examination from the Board of Adult Education and Training. Show cause notice was given by the Manager who is not competent to issue show cause notice. His reversion was wrong.

It was submitted from the side of the management that the workman applicant was promoted on filing a certificate from the Board of Adult Education and Training but that certificate is not equivalent to matriculation certificate. The Hon'ble High Court of Punjab and Haryana in Civil Writ Petition No. 5938/90 has held that petitioner is not qualified for the post of clerk as he does not possess the requisite matriculation certificate. This writ was filed

by Sh. Brij Mohan who has also passed matriculation examination of the Board of Adult Education. As such by order dt. 14-01-91 the Hon'ble High Court has dismissed the writ petition of Sh. Brij Mohan. In this order there is reference to the workman Amar Chand also and there is mention of the fact that directions have been issued to revert Amar Chand as he does not hold certificate equivalent to matriculation. Sh. Brij Mohan and Sh. Amar Chand have passed matriculation examination from the Board of Adult Education and Training. Assistant Director of Education by his letter dt. 09-08-88 has written to the Personnel Manager SBI, Local Head Office that the certificate issued by the Board of Adult Education and Training is not a recognised certificate. As such it is not equivalent to the matriculation certificate issued by the Delhi Board of Secondary Education/C.B.S.E. As such on 09-08-88 the matriculation certificate issued by the Board of Adult Education and Training has not been recognised as matriculate certificate.

It has been further submitted that the workman Amar Chand has also filed writ petition in the Hon'ble High Court of Delhi but he was not present on the date of hearing so his writ petition was dismissed. He has filed two Civil Suits and those Civil Suits were also dismissed and withdrawn.

It was submitted from the side of the workman that the Board of Adult Education and Training is a recognised institution and its certificates are equivalent to 10 + 2 examination certificate of C.B.S.E. Delhi.

The management has enquired from the Additional Director, Board of Education and he has reported that the said certificate is not equivalent to the certificate of C.B.S.E. Board of Adult Education and Training is not a recognised University. On 26th January, it was published in the newspaper also that the Board of Adult Education and Training "Pror Shiksha Prashikshan Parishad" is a fake institution. The matter has been finally decided by the Hon'ble High Court and Shri Brij Mohan was reverted and subsequently Sh. Amar Chand, workman applicant was reverted and there is report of the Director of Education that the certificate is not equivalent to the certificates issued by C.B.S.E. or Delhi Board of Secondary Education. The Management was informed by the Assistant Director of Education on 09-08-88, as such upto that time the Board of Adult Education and Training was not a recognised institution. It may be subsequently recognised but that will not have retrospective effect. The Hon'ble High Court of Punjab & Haryana after going through all the papers dismissed the writ petition Sh. Brij Mohan who was reverted from the post of clerk and the Hon'ble High Court of Punjab & Haryana has also issued instruction to take similar action in case of Sh. Amar Chand also. As such the action against the workman applicant has been taken on the direction of the Hon'ble High Court. Since the certificate produced by the workman applicant was not a certificate

of a recognised board so he did not deserve to be promoted at that time and his reversion is as per the direction of the Hon'ble High Court of Punjab & Haryana, so the matter need no further discussion. The workman applicant is not liable to get any relief as prayed for.

The reference is replied thus :—

The action of the management of the SBI New Delhi was justified in reverting Sh. Amarchand from the post of clerk to messenger w.e.f. 9-3-91 and there was no violation of the principles of natural justice. The workman applicant does not deserve to get any relief as prayed for.

The award is given accordingly.

Dated : 12-10-2004 R.N. RAI, Presiding Officer

नई दिल्ली, 14 अक्टूबर, 2004

का. आ. 2841.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नोर्दन रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-कम-लेबर कोर्ट, लखनऊ के पंचाट (संदर्भ संख्या आई.डी. नं. 27/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2004 को प्राप्त हुआ था।

[सं. एल-41011/30/2001-आई.आर. (बी-1)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 14th October, 2004

S.O. 2841.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 27/2003) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workmen, which was received by the Central Government on 13-10-2004.

[No. L-41011/30/2001-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL - CUM-LABOUR COURT, LUCKNOW

PRESENT:

SHRIKANT SHUKLA, Presiding Officer

I. D. No. 27/2003

Ref. No. L-41011/30/2001-IR(B-I) dt. 14-2-03

BETWEEN:—

The Divisional Secretary
Railway Mazdoor Union,
Northern Railway,
Ind 50 C.P.H. Colony,
N. Rly., Charbagh,
Lucknow (U.P.)-226001

AND

The Dy. Chief Engineer (Bridge Workshop)
Northern Railway Bridge Workshop,
Charbagh, Lucknow-226003

The Chief Bridge Engineer
Northern Railway, Hd. Qrs. Office,
Baroda House, New Delhi

AWARD

The Government of India, Ministry of Labour has referred the following dispute to the Presiding Officer, CGIT-cum-Labour Court, Lucknow for adjudication :

“Whether the action of Management of Dy. Chief Engineer (Bridge Workshop) Northern Railway Bridge Workshop, Charbagh, Lucknow in not implementing the Cadre Restructuring of Bridge Inspectors in respect of Sri Ram Pal, Sri L.B. Verma, Sri D.C. Srivastava, Sri D.K. Srivastava and others w.e.f. 1-1-1984 and 1-3-93 which resulted in denial of promotion to above named bridge inspectors are justified? If not what relief the workmen are entitled?”

The deponent claim is that Rampal & 99 (ninety nine) others whose names are mentioned in Ann.-I to the statement of claim were appointed against regular posts and after successful training they were posted on the post of Bridge Inspector against the regular posts by the Northern Railway Management. There were 127 Bridge Inspectors who were working in Northern Railway as on 1-1-1984. Cadre review and restructuring of Group 'C' Cadre upgradation in the cadre of Bridge Inspectors was circulated by Railway Board vide his letter No. PC-III/83/Upp/3 of 8-11-84 in which it is clearly mentioned in para III of the above said order that, “For the purpose of Restructuring the cadre strength as on 1-1-84 will be taken into account & will include rest giver and leave reserve post”. It is also mentioned clearly in para IV of the above said order that the benefit of fixation effective from 1-1-84 will also be applicable to the chain & resultant vacancies and the benefit of fixation from 1-1-84 should be given against all vacancies which arise for restructuring. In annexure to the above said Railway Board's order, restructuring of Bridge Inspector

(B.R.I.s), the existing & revised percentage in different grades are given as follows :

Grade	Existing %age	Revised %age (1-1-84)
Rs. 425—700	55	35
Rs. 550—750	30	30
Rs. 700—900	15	27
Rs. 840—1040	10% of costing in grade Rs. 700-900	10

Railway Board further circulated the cadre restructuring of Bridge Inspectors (Tech. Supervisor) under his letter no. Pe-III/91/CRC/I dt. 27-1-93 the benefit of fixation effective from 1-3-93 was also applicable to the chain and resultant vacancies and the benefit of fixation from 1-3-93 should be given on the regular cadre including rest giver and leave reserved post.

In annexure to the above said Railway Board's order dt. 27-1-93, restructuring of Bridge Inspectors (Tech. Supervisors), the existing and revised percentage in different grades were given as follows :

Grade	Existing %age	Revised %age
Rs. 1400—2300	33	30
Rs. 1600—2060	30	25
Rs. 2000—3200	27	28
Rs. 2375—3500	10	17

The opposite party did not implement the above cadre restructuring correctly which was circulated vide Rly. Board's letter dt. 8-11-84 and 27-1-93 which resulting in victimisation and denial of promotion to the concerned workmen for which they were entitled. The Divisional Secretary has prayed that this court may hold the workmen Sri Ram Pal and others entitled for upgradation in the higher grades with all consequential benefits i.e promotion on the post of Bridge Inspector Gr. II, Gr. I & CBRI w.e.f. 1-1-84 & thereafter as per Railway Board's restructuring orders dt. 8-11-84 and 27-1-93 by declaring the action of opposite parties as wrong, unwarranted, illegal and unjustified.

The opposite party has filed the preliminary objection against the statement of claim. The first objection is that reference does not disclose the names and address of the workmen but the claim statement submitted by the Divisional Secretary discloses names of 100 workmen without assigning any designation date of appointment, fathers name, present status, and place of residence etc. Therefore, proper reply can not be submitted.

The opposite party has also submitted that reference is silent about the number of workmen or any other relevant

facts which clarify that the reference has been sent for adjudication for 100 workmen. Third objection taken by the opposite party is that this tribunal has not jurisdiction to adjudicate the dispute since the post of Bridge Inspector is supervisory post and pay scale of Bridge Inspectors are more than Rs. 1600 per month as the essential requirement under Section 2(s) of the I.D. Act. The definition of workman is mentioned as below :

Section 2(s)—“Workman” means by any person including an apprentice employed in any industry to do any manual, unskilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be expressed or implied, and for the purposes of any proceeding under this Act in relation an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal discharge or retrenchment has led to that dispute, but does not include any such person;

- (i) who is subject to the Air Force Act, 1950 (45 of 1950) or the Army Act, 1950 (46 of 1950) or the Navy Act, 1957 (62 of 1957), or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, drawn wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or any reason of the powers vested in him, functions mainly of a managerial nature.”

That the Bridge Inspector in Railway Administration are assigned in pay scales as follows :

- (a) Grade Rs. 7450—11500 for Chief Bridge Inspector
- (b) Grade Rs. 6500—10500 for Bridge Inspector Gr. I
- (c) Grade 5500—9000 for Bridge Inspector Gr. II and
- (d) Grade Rs. 5000—8000 for Bridge Inspector Gr. III.

The main objection is that the workers involved in the disputes are not worker within the meaning of I.D. Act as the post of Bridge Inspectors is supervisory post and all the Bridge Inspectors are drawing more than salary from Rs. 1600/- per mensem and therefore the present dispute is bad in eyes of law and the persons involved can not be treated as workmen.

The 4th objection taken by the Railway are that the trade union which espoused the cause is not recognised union by the Railway Administration and alleged Divisional

Secretary has no locus standi to raise the present Industrial Dispute before the Tribunal. It has also been stated categorically that none of the Bridge Inspectors has mentioned in the list are members of the Railway Mazdoor Union and therefore alleged Divisional Secretary has no right to spouse the cause of Bridge Inspectors before this Tribunal.

Besides of the above objection the railway have taken the plea that the claim is highly delayed and therefore it is clearly barred by time.

The disputant started absenting from 7-10-03 onwards. On 4-11-03 the court ordered the case proceeded ex-party against the trade union.

The railways have examined Sri R.P. Sonik, Office Supdt. Bridge Workshop, Northern Railway, Lucknow and have filed the certified photo copies of the pay slip of Yemleshwar Singh, P.K. Saxena, Abhimanyu Singh, Syed Kazim Raza, Sanjay Mathur, Ajeet Kumar Sharma, Dinesh Ch. Srivastava, Durgesh Kr. Srivastava, Prakash Ch. Srivastay and Anil Kumar Srivastava.

The opposite party has filed the extract or Railway Establishment Manual containing description or supervisory staff duties of Bridge Inspectors.

Heard Learned representative for the railways and perused the evidence on record. First of all it is to be ascertained whether or not Ram Pal and others are workmen within the meaning of Section 2(s) of the I.D. Act.

Section 2(s) of the I.D. Act. defines the employees who are covered in the definition of the workmen. It is specifically lays down that being employees in supervisory capacity drawing wages exceeding Rs. 1600 per month are excluded from the definition of the workman.

First of all it has to be ascertained whether the persons mentioned in the list are getting more than Rs. 1600 per month as wages? Sri R.P. Sonik, Office Supdt. Bridge Workshop has proved that Bridge Inspectors do not fall within category of the workmen because they are dealing to the supervisory capacity. He has proved that Ram Pal is the Bridge Inspector in the scale of Rs. 7450—11500 and he is entitled of 61% DA, + Basic pay is around 10045 similarly another person L.V. Verma has also in the same scale. Pay slip of Dinesh Chand shown the salary of Rs. 14000.

Learned Authorised representative of the railways has argued that none of the persons mentioned in annexure 8 of the statement of claim is getting less than Rs. 10,000.

It has also been proved that the Bridge Inspectors of various grades are in the following pay scales :

1. Bridge Inspector Gr. III Rs. 5000—8000
2. Bridge Inspector Gr. II Rs. 5000—9000

3. Bridge Inspector Gr. I Rs. 6500—10500

4. Bridge Inspector Chief Rs. 7450—11500

The witness R.P. Sonik has proved that the salary of Bridge Inspectors of the lowest category is around Rs. 8050 + CCA + HRA + TA allowances etc.

The witness has also proved that the bridge inspectors have following duties;

He is responsible for carrying out detailed inspector of:

- (a) All welded, RCC, PSC, and composite girders and their bearing within one year of installation.
- (b) Girders kept under observations, once a year or at intervals specified by the Chief Bridge Engineer.
- (c) Floor System of early steel girders once a year.
- (d) Superstructure including bearings of steel girder of span 12.2 M and above, RCC, PSC and composite girder bridges once in five years on planned basis.
- (e) Other nominated steel structures, bearing maintained by him, once in five years.

He shall ensure that all staff working under him are well acquainted with the relevant rules and working methods and efficiently perform their duties. They should be examined periodically as specified, on appointment, and on promotion.

The witness has also proved that the various employees are working under the supervision of the Bridge Inspectors and the bridge inspectors are expected to know rules and regulations so that they should ensure the execution of task. He has also proved that the bridge inspector is responsible to coordinate with other departments.

From the perusal of records it is well established that persons involved in the dispute are not worker within the definition of Section 2(s) of the I.D. Act, and therefore this Tribunal/Labour Court has no jurisdiction to adjudicate the reference.

It is also noteworthy that the reference is not specific about 100 persons and does not disclose the name of father, present address, grade in which persons are employed. In the above circumstances reference can not be answered.

Award passed accordingly.

Lucknow: 1-10-04 SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 14 अक्टूबर, 2004

का.आ. 2842.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय-कम-लेबर कोर्ट, चंडीगढ़ के पंचाट (संदर्भ संख्या आई.डी नं० 191/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2004 को प्राप्त हुआ था।

[सं० एल.-12014/6/2004-आई आर (बी.-1)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 14th October, 2004

S.O. 2842.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID. No. 191/99) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 13-10-2004.

[No. L-12014/6/2004-IR (B -I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
CHANDIGARH TRIBUNAL-CUM-LABOUR-COURT**
Presiding Officer **SHRI KULDIP SINGH**
CASE NO. ID. 191/99

RECEIVED ON:

Registered on 30-09-99

Decided on : 23-09-2004

State Bank of India, Zonal Office (Pb.), Ludhiana,
Savitari Complex No. 2, Dhoewal, Ludhiana, through its
Asstt. General Manager, Region. III.

Applicant

Versus

Sh. O. P. Bhagat, resident of H. No. 4, K. P. Nagar,
Backside Jallowal Abadi, Near Model House,
Jalandhar through SBI staff congress H. No. 1304,
Sector-23-B, Chandigarh.

Respondent.

APPEARANCES

For the Applicant **SHRI AJAY KOHLI**
For the Management **SHR J. G. VERMA**

AWARD

This is an application under Section 33 of the Industrial Disputes Act, 1947 hereinafter, to be referred to as 'Act', which is made by the Management of State Bank of India, for permission to impose punishment upon the workman on the basis of the departmental enquiry conducted by it. It is stated that Sh. Om Prakash Bhagat, was working in their Basti Sheikh,

Jalandhar Branch, as Clerk-cum-Cashier, in Nov. 1994, when it came to its knowledge that the said workman has pocketed a large amount, deposited by the account holders of the Bank, in their accounts. That the workman accepted the amount, made entries in the record of the Bank, as well as in the pass books of the account holder in his own handwriting, but did not deposit the money in the Bank. On coming to know that, the applicant management placed the workman undersuspension for misappropriation, on 12-12-1994 and lodged a complaint with the local police on 17-12-1994, on the basis of information, which came to its knowledge till that day. Subsequently, more incidents of misappropriation came to light, where also the workman had committed misappropriations. There upon the management chargesheeted the workman on 1-11-1995, for the misappropriations, mis-conduct, which instances were not part of the incidents reported in the F.I.R. That the workman did not give satisfactory explanation about these alleged misappropriations, therefore, departmental enquiry was ordered on 1-1-96. The fair and proper departmental enquiry was conducted, in which the workman was given full opportunity, to put up his case. He was provided with all documents, replied upon in the enquiry and ultimately the Enquiry Officer submitted his findings holding charges one, two and three fully proved whereas the absolved the workman of charge four.

2. The application, further reads that, on the receipt of finding of the enquiry officer, the Disciplinary Authority, after applying its mind, issued show cause notice to the workman on 7-6-97, to show cause as to why he may not be dismissed from service. He was also given the right of personal hearing, but in this between the Industrial Disputes, was raised by the SBI Staff Congress, giving notice of strike to the ALC(C), Chandigarh, The management made an application under Section 33 of the Act seeking permission to impose punishment on the workman in terms of the show cause notice, but the ALC(C), Chandigarh closed the matter in view of the reference, made to this Tribunal, by the Ministry of Labour. As a result the final decision on the departmental enquiry could not be passed. That the management has already held a proper and fair enquiry, after observing the principles of natural justice. That the charges, for which the enquiry was held, were distinct and different, from the charges, the subject matter of the complaint, to the police. The proceedings before the police and this Tribunal are different and independent. That the departmental enquiry is already completed and the same will not jeopardise the defence of the workman in the criminal proceedings; that the imposition of punishment upon the workman, on the basis of the findings of the enquiry officer will not victimise the workman nor the same is unfair labour practice. The management has prayed for permission to impose the punishment upon the workman on the basis of the enquiry in terms of the rules and regulations governing the workman.

3. It seems the first application was made on 15-9-99 and the second on 10-3-2000, probably after noticing, that the first application had not been verified under rules, Vide

order dt. 13-12-2000, the court took the subsequent application on record. By the same order the court also directed the parties to produce the documents after noticing that the workman has already filed reply to the earlier application. The parties filed documents and the matter was listed for consideration of the application.

4. The record of the file shows that, on the subsequent dates, the court directed the parties to file original documents and their evidence and in compliance to that the parties filed their affidavits.

5. The application has opposed, by the workman by taking preliminary objections, that he application is not maintainable since the decision on it will amount to a decision in the Industrial Dispute, already pending consideration in this Tribunal, on a reference from Govt. of India. According to the workman the appropriate Govt. before making the reference, had examined the provisions, contained in paras 521 sub-para i, ii, iii as incorporated in the rules of the respondent Bank, which deal with the matter of disciplinary action and termination for the employment that mandatory provisions of Shastri Award do not permit the respondent Bank to start Disciplinary proceedings simultaneously, with criminal proceedings. That the management knowingly concealed some incidents, alleged against the workman and used them to charge sheet him. That even otherwise this Tribunal has to consider whether a competent departmental enquiry had been conducted about a matter, which already stand referred to this Tribunal.

6. On facts, it is the case of the workman, that the facts stated in the application are distorted as the workman was placed under suspension on 12-12-94 when he was undergoing training at Karnal; that the Management concealed the facts at the time of lodging FIR on 17-12-94 and charge-sheeted the workman on 1-11-95, which they could not do under Law as the FIR had already been lodged and if some incidents came to their knowledge later on, a supplementary FIR could have been lodged. That the rules framed by Shastri Tribunal are binding on the management. That the enquiry alleged to be conducted is not fair and proper as the principles of natural justice were not followed. That the workman had participated in the enquiry, under protest, since the enquiry officer had not recorded the proceedings in verbatim and had recorded the statement of the participants in his own language.

7. It is further alleged by the workman that the charges contained in the charge-sheet and the one made in the criminal proceedings are the same. That in view of the objections raised earlier there is no ground for the Management to impose punishment on the workman as penalty of dismissal can be imposed only in case the workman is convicted and on the other hand if acquitted honourably or with benefit of doubt, then the punishment can only be of termination simply with three months notice, payment of all back-wages and retiring benefits. That imposing of penalty and granting permission to the

Management to do so, shall be in violation of provisions of Shastri Award. In this view, of the matter, the application is required to be rejected with costs.

8. I have heard the learned counsel for the parties and have also gone through the record.

9. The applicant management has invoked the powers of this Tribunal as contained in Section 33 of the Act, sub-section 1 is relevant for our purpose and it read, as under:—

“During the pendency of any conciliation proceedings before a conciliation officer or a Board or of any proceedings before an arbitrator or a labour Court or Tribunal or National Tribunal in respect of any industrial dispute, no employer shall,—

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceedings; or

(b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute,

save with the express permission in writing of the authority before which the proceedings is pending.”

10. It is the case of the Management that on finding the misconduct committed by the workman they lodged the report with the police on 6-10-95, with regard to the embezzlement committed by the workman. A copy of the FIR No. 46 of 1994, pertaining to Police Station, Div. No. 5, Jalandhar and of the actual report made by the Chief Manager, SBI, Basti Sheikh, Jalandhar are on record. Copy of the charge-sheet, framed against the workman, has also been placed on record. If we examine, the documents relating to the FIR, referred to above and the charge sheet, it is clear that the charges of misappropriations/embezzlement as were alleged in the FIR, are not included in the articles charges as contained in the chargesheet. The charges levelled in the FIR pertained to the months of August, September and October 1994, except item No. 3 which pertained to the month of June 1994, whereas the charges referred to in the chargesheet pertain to the earlier period including a case of June 1992, October, November 1993 and some incidents of October and November 1994. This shows that the FIR was lodged regarding the embezzlements, alleged to be made by the workman, which were noticed at their first consideration and after further enquiry, more cases of embezzlement were noticed. In the circumstances there is no merit in the claim of the workman that the management had knowingly and purposely withheld some incidents so as to hook him in the departmental enquiry. The workman has not been able to show me, by any evidence or otherwise that the management had mala fide in their mind to do that. Moreover if this was done with pre-meditated mind and by manipulation, then they should have not left the cases of

October, September and November 1993, when the incidents of those months were included in the FIR lodged, with the police. Moreover, where the management had referred to the incidents of embezzlement committed by the workman during the year 1994, numbering more than 2, then why should they have left to refer about other incidents of that year in the FIR and mention about which is made in the charge-sheet. The workman has failed to give any reason why and in what manner the management suppressed the incidents of that year, if those were in their knowledge. The law of the country as laid down in the Code of Criminal Procedure is that only two offences of similar nature committed in a year can be tried together. Thus if the FIR contained two more charges of the year 1994, that could not better the fate of the workman either, I therefore, do not find any merit in the claim of the workman, that the management knowingly and purportedly withheld some incidents so as to make a ground for departmental enquiry against the workman.

11. There is another way to look at the proposition. Every alleged misappropriation, was an independent and distinct offence in terms of penal law, unless the events were so connected as to make it inseparable. This non-inclusion of some of the instances could otherwise be possible since it is the competent authority, who could be the last judge to decide as to which instance of misappropriation should be reported to police, may be looking at the grave nature of conduct and which should be dealt with departmentally, may be for want of cogent and clinching evidence. No body can question this authority of the competent authority.

12. The counsel for the workman argued that if the application is allowed, it will amount to a decision in the industrial dispute, pending in this Tribunal, the term of reference of which read as under:—

“Whether the action of the management SBI rep. through AGM-III, SBI, Z.O. Pb. Sector 17, Chandigarh in initiating disciplinary proceedings by way of chargesheet dt. 1-11-95 against Sh. O.P. Bhagat, Clerk-cum-Cashier for misappropriation of bank money besides trial *vide* FIR dt. 6-10-1995 after bifurcation of various incidents of one charge (i.e. misappropriation of bank money) is just and legal? And in accordance with the para 521(i) of Shastri Award? If not, to what relief to the workman is entitled and from which date?”

13. A bare reading of term of reference shows that by making this reference the Appropriate Government has desired of this Tribunal to find out whether bifurcation of various incidents of misappropriation of bank money by the management referring same instance to police for investigation and taking up same in the departmental enquiry is just and legal and in accordance with the Shastri Award. If not, to what relief the workman is entitled to.

14. The learned counsel for the workman, during the course of arguments has referred to para 521, sub para 1 of the Shastri Award which defines the expressions “offence”

meaning any evidence involving moral turpitude for which and employee is liable to be convicted and sentenced under any provision of Law. Sub-clause(A) of sub-section 2 para 521, reads that when in the opinion of the management the employee has committed an offence, to be otherwise prescribed, the Bank may take steps to prosecute him or get him prosecuted and in such a case he may also be suspended. There is nothing in para 521 of the Shastri Award to show that where the management takes steps to prosecute a delinquent workman, for his alleged involvement in an embezzlement case, he cannot be proceeded against in a departmental enquiry regarding his other unlawful acts similar to the lapses as are the subject matter of FIR. Sub-para 3 of this para of Shastri Award however, reads that if once the steps have been taken to prosecute an employee, for an offence, and he is not put on trial within a year of commission of offence, the management may then deal with him as if he had committed an act of gross misconduct or of minor misconduct. In the present case the management has not taken the cover of this sub-para since they have not held the departmental enquiry against him, for the lapses, which are the subject matter of the FIR. Though this sub-para allows that if the delinquent official is not put to trial, for the offences he committed within a year of commission thereof as is in this case the management can deal with him as if he has committed gross misconduct, or minor misconduct. In the present case the management is not seeking permission to try the charges levelled against the workman for which he was facing a criminal investigation. They have held departmental enquiry against him for the misconduct, he committed besides the embezzlement, subject matter of the FIR./According to this para when such a delinquent official is put on trial, even later on departmental proceedings shall be stayed, till the trial is completed and it is only thereafter that the management shall proceed against him under sub para 2. In the present case the management has held the enquiry against the delinquent workman, about the incidents of alleged embezzlement which are not subject matter of the FIR. These are the incidents of other embezzlement alleged to be committed by the workman for which he was charge sheeted and after enquiry three of the charges were proved against him. The management now wants to announce the punishment, proposed against him, after having given him the opportunity of being heard.

15. Now the question arises whether the permission if granted to the management will amount to decision in the reference, pending consideration in this Tribunal between the parties. So as to decide this question it is necessary to know as to what is the reference made by the Govt. of India which has been made the basis, by the workman to oppose the present application and the charges registered against the workman with the police. The reference made by the Govt. of India for repetition sake reads as under :—

“Whether the action of the management SBI, rep. through AGM-III, SBI, Z.O. Pb. Sector-17, Chandigarh initiating disciplinary proceedings, by

way of charge sheet dt. 1-11-95 against Sh. O.P. Bhagat, clerk-cum-cashier for misappropriation of bank money besides trial vide FIR dt. 6-10-95 after bifurcation of various incidents of one charge (i.e. misappropriation of bank money) is just and legal? And in accordance with para 521 (1) of Shastri Award? If not to what relief the workman is entitled and from which date?"

16. The perusal of the reference shows that the Appropriate Government has desired of this Tribunal to examine and state whether the action of management of SBI in initiating disciplinary proceedings against Sh. O.P. Bhagat, Clerk-cum-Cashier for misappropriation for bank money besides trial by FIR dt. 6-10-95. after bifurcation of various incidents of one charge i.e. misappropriation of bank money is just and legal and is in accordance with the para 521 sub para 1 of Shastri Award and if not to what relief the workman is entitled to and from which date. Sub para 1 of Para 521 of the Shastri Award reads as under :—

"By the expression "offence" shall be meant any offence involving moral turpitude for which an employee is liable to conviction and sentenced under any provision of law".

17. This sub para defines the expression "offence" meant as any offence involving moral turpitude and for which an employee is liable to conviction and sentence under any provisions of law. The term moral turpitude is not defined anywhere. However, the two words 'moral' and 'turpitude,' which makes this phrase, is separately defined. As per the Concise Oxford Dictionary 10 addition "Moral" meant which concerns with principles of right and wrong behaviour and the goodness and badness of human character. It also means adhering to the code of behaviour, that is, considered right acceptable. Similarly "Turpitude" means "disgraceful". Sub-rule 1 of Rule 521 of the Shastri Award, also defines what means by moral turpitude. It reads that the conduct of an employee which is liable to conviction and sentence under any provision of law. In the present case the allegations against the workman are that of misappropriation/embezzlement of bank money which if proved will result into the conviction and sentence to the bank employee. By the reference made by the Appropriate Govt, they have desired to know whether the management bifurcated various incidents of one charge by referring, a part of the charges to the police through FIR registered on 6-10-95 and kept rest for departmental enquiry.

18. After examining the record, including the FIR and the proceedings of the enquiry, facts about, which have been brought on record by the parties through their pleadings and the photo copy of the enquiry report, I am of the opinion that the claim made by the workman is not based on facts. As is alleged the workman had committed several embezzlement, on different times and in regard to different parties. Therefore, the instances referred to in the FIR, registered on 6-10-95, were nowhere the incidents of

one charge. Each and every instance of misappropriation alleged to be committed by the workman, *prime facie*, was complete in itself, so as to make it a complete offence without connecting it with other instances of misconduct, committed by him. Those instances are alleged to be commission of independent offences by the workman. There is no basis with the workman to claim that the articles of charge, which were the subject matter of enquiry against him are the part of one charge, which was under the investigation of police as a result of the FIR registered against him on 6-10-95.

19. The law is settled that simultaneous proceedings: criminal and departmental can be initiated against the delinquent official, Hon'ble Supreme Court of India in the case of State of Rajasthan Vs. B.K. Meena observed that there is no legal bar for both the proceedings, disciplinary and criminal, to go on simultaneously, however, in certain situations, it may not be desirable, advisable and appropriate to proceed with the disciplinary enquiry, when a criminal case is pending on identical charges. In para 14 of the judgement as reported in AIR 1997 Supreme Court 13, they observed as under :—

"There is no legal bar for both proceedings, disciplinary and criminal to go on simultaneously. However, in certain situations, it may not be desirable, advisable or appropriate to proceed with the disciplinary enquiry when a criminal case is pending on identical charges. The staying of disciplinary proceedings is a matter to be determined having regard to the facts and circumstances of given case and no hard and fast rule can be enunciated in that belief. The only valid ground for staying the disciplinary proceeding is that the defence of the employee in the criminal case may not be prejudiced. This may be done in cases of grave nature involving questions of fact and law. It means that not only the charges must be grave but that the case must involve complicated questions of law and fact. Moreover, 'advisability' 'desirability' or 'propriety' as the case may be, has to be determined in each case taking into consideration all the facts and circumstances of the case. One of the contending consideration is that the disciplinary enquiry cannot be and should not be—delayed unduly. So far as criminal cases are concerned, it is well known that they drag on endlessly where high officials or persons holding high public offices are involved. They get bogged down on one or the other ground. They hardly ever reach a prompt conclusion. That is the reality in spite of repeated advice and admonitions from courts. If a criminal case is unduly delayed that may itself be a good ground for going ahead with the disciplinary enquiry even where the disciplinary proceedings are held over at an earlier stage. The interests of administration and good Govt. demands that these proceedings are concluded expeditiously, it must be remembered that interests of administration demand

that undesirable elements are thrown out and any charge of misdemeanour is enquired into promptly. The disciplinary proceedings are meant not really to punish the guilty but to keep the administrative machinery unsullied by getting rid of bad elements. The interests of the delinquent officer also lies in a prompt conclusion of the disciplinary proceedings. If he is not guilty of the charges, his honour should be vindicated at the earliest possible moment and if he is guilty, he should be dealt with promptly according to law. It is also not in the interest of administration that persons accused of serious misdemeanour should be continued in office indefinitely, i.e., for long period awaiting the result of criminal proceedings. It only serves the interest of the guilty and dishonest. It is not possible to enumerate the various factors, for and against the stay of disciplinary proceedings. Stay of disciplinary proceedings cannot be and should not be a matter of course. All the relevant factors, for and against should be weighed and a decision taken”.

20. In para 17 of the said judgement the Hon'ble Judges of the Apex Court described the objective behind the criminal proceedings and disciplinary proceedings as distinct and different. They held as under :—

“The approach and the objective in the criminal proceedings and the disciplinary proceedings is altogether distinct and different. In the disciplinary proceedings, the question is whether the respondent is guilty of such conduct as would merit his removal from service or a lesser punishment, as the case may be, whereas in the criminal proceedings the question is whether the offences registered against him under the prevention of Corruption Act (and the Indian Penal Code, if any) are established and, if established what sentence should be imposed upon him. The standard of proof, the mode of enquiry and the rules governing the enquiry and trial in both the cases are entirely distinct and different. Staying of disciplinary proceedings pending criminal proceedings should not be a matter of course, but a considered decision. Even if stayed at one stage, the decision may require reconsideration if the criminal case gets unduly delayed”.

21. Hon'ble High Court of Guahati in the case of Motiur Rahman Vs. United Commercial Bank and Others, reported as 2003 2 LLJ 217, held that there is no absolute ban against the continuation of disciplinary proceedings by virtue of criminal case founded on the same set of facts. Prejudice to the effected employee by continuation of disciplinary proceedings is only one factor in determining to continue or defer the proceedings that the prejudice is not caused to the employee by not deferring disciplinary proceedings. The same High Court in the case of Bijan

Bihari Bhattacharjee Vs. United Bank of India Calcutta and Ors. reported as 1 CLR 80, held that there was no bar to initiate departmental enquiry pending criminal case against the delinquent employee.

22. The High Court of Andhra Pradesh in the case of G. Pentayya Reddy Vs. The Chief Superintendent (Mech.) Vishakhapatnam Steel Plant and another, refused the prayer of the workman to stay departmental proceedings against him on the grounds that the workman had already disclosed his defence in the criminal case, therefore, there was no reason to stay their, departmental proceedings as there could be occasion to cause prejudice to the delinquent official in disclosing his defence likely to be taken up before the criminal court.

23. In the present case it is the case of the applicant management that the departmental proceedings have already have been culminated and the charges against the delinquent official stand already proved. What is required to be done is only to be pronouncement of the punishment by the punishing authority, nothing more nothing less. In such a circumstance when the departmental proceedings are already over and the workman has already given his defence to the charges in the enquiry proceedings, it does not lie in his mouth to claim that the enquiry proceedings is continued will effect his defence in the criminal case pending against him.

24. The counsel for the workman argued that the decision in this application will amount to prejudging the reference made by the Appropriate Govt. as the core question in that reference is to find out whether the management bifurcated one charge and sent one part to the police for criminal investigation and other charge was reserved for departmental enquiry. I fail to agree with the learned counsel on this for the reasons I have given above. From the facts that are on record it is clear that the workman is not facing single charge in the criminal counts, in fact, he is charged with having committed the similar offences on a number of occasions. Prima facie every misconduct committed by him is a distinct offence, he committed thought of the same nature. On every occasion when he committed the misappropriation, he became the subject of offence of misappropriation. Moreover, as the facts are stated, no one instance of misconduct alleged to be connected with the other instances of misappropriation. There is therefore, no reasons for the workman to claim that all the acts done by the delinquent official were so connected as to make the same as part of the same charge.

25. The law is settled that it is the competent authority which can decide whether the delinquent official should be dealt with in the departmental enquiry or by a criminal proceedings, to be initiated against him. It may be that for minor lapses the competent authority may not choose to send the delinquent to face criminal investigation as it also involves the reputation of the institution. Also in the cases where the competent authority is of the opinion that the evidence available cannot stand the test of criminal court,

therefore, the exercise of sending the case for criminal investigation shall be futile. In such a case the competent authority can take the option to send the matter for departmental enquiry. However, in grave matters, where the evidence available can withstand the test of criminal investigation, the delinquent is handed over for criminal investigation.

26. After appreciating the facts and circumstances of the case, I am of the opinion that, if the departmental proceedings are continued in the present case, it will not prejudice the reference which is pending consideration in this Tribunal. However, if the court in that reference comes to the conclusions that the management had bifurcated one charge into two and had taken one part for departmental enquiry and other for criminal investigation in violation of the provisions of para 521, sub-para 1 of the Shastri Award, then the enquiry held by the management, against the workman shall go and punishment award on the basis on that enquiry will also go.

27. In view of what has been stated above, I allow the application and grant permission to the management to proceed with the proceeding in the enquiry and take the same to its logical end. Let the file now go to record after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 14 अक्टूबर, 2004

का.आ. 2843.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय अर्नाकुलम के पंचाट [संदर्भ संख्या 6/93(सी)] को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2004 को प्राप्त हुआ था।

[सं. एल.-12012/107/93-आई.आर. (बी- II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 14th September, 2004

S.O. 2843.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 6/93(C)] of the Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 13-10-2004.

[No. L-12012/107/93-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM (IN THE LABOUR COURT, ERNAKULAM)

(Tuesday the 31st day of August, 2004).

PRESENT:

SRI K. K. UTHARAN, B.SC., LL.B., Presiding Officer

Industrial Dispute No. 6 of 1993 (Central)

BETWEEN:

The Regional Manager, Bank of India, R.O. College Ground Junction, P.B. No. 1113, Ernakulam, Cochin-682 011.

AND

The workman of the above concern Sri P.S. Easanan, Vazhappurathu Mana, Karumalloor, P.O. (VIA), Alangad, Distt. Ernakulam, Kerala.

REPRESENTATIONS:

Sri M.N. Venkitachalam,
Advocate, Cochin-16

.. For Management

Sri C. Anilkumar,
Advocate, Kochi-17.

.. For Workman

AWARD

This reference was made by the Central Government of India as per letter No. 12012/107/93-IR (B.II) dated 30-7-93. The dispute is between the Management of Bank of India and their workman Sri P.S. Easanan. The dispute referred is:

“Whether the action of the management in dismissing Sri P.S. Easanan, Clerk-cum-Cashier of Peringamala Branch of erstwhile Parur Central Bank Ltd. (which was later on amalgamated with Bank of India) w.e.f. 5-4-80 is justified? If not, to what relief is the workman entitled to?”

2. Pursuant to notices issued from this court the workman and management appeared through counsel. Workman filed a claim statement and management filed a written statement raising their respective claims. Therefore a reply statement was filed by the workman. As the dismissal of the workman was pursuant to a domestic enquiry, the propriety of the enquiry was considered for which evidence adduced from both sides. The enquiry officer was examined as MW1 and Ext. M1 enquiry file was marked through him. The workman gave evidence as WW1 and Exts. W1 and W2 were marked. On analysing the above evidence my learned predecessor in office as per award dated 17-7-1996 found that the domestic enquiry held against the workman is valid, legal and proper. Regarding the proportionality of the punishment imposed also it was found that the order of dismissal against the workman is proportional to the gravity of misconduct thereby no interference is called for. Basing on the above finding it was held that the dismissal of the workman Sri. P.S. Easanan, Clerk-cum-Cashier of the Peringamala branch of former Parur Central Bank is justifiable and that he is not entitled to get any benefit under Industrial Law. The above award passed by this court was challenged by the workman by filing O.P. No. 2960/1997-D before the Honourable High Court. The Honourable High Court as per judgement dated 15-11-2000 set aside the award passed by this court basing on the conclusion that the entire enquiry proceedings and had vitiated and the matter is remitted to this court so as to conduct a de novo enquiry by invoking Section 11A of the Industrial Disputes Act. After remand to substantiate the allegations against the workman management adduced oral

evidence of MWs 2 to 4 and Exts. M1(a) to M1(p). The workman was again examined the Exts. W3 to W6 were marked. Thereafter my learned predecessor in office found that the action of the management in dismissing the workman Sri. P.S. Esananan Clerk-cum-Cashier of the management bank w.e.f. 5-4-1980 is not justified and directed the management to reinstate the workman with 1/2 of the backwages and continuity in service and passed an award accordingly. Aggrieved by the findings of my learned predecessor in office and the award passed by her the management filed O.P. 3177/2003 (C) before the Honourable High Court of Kerala challenging the award. The Honourable High Court quashed the award dated 16-8-2002 and remanded the matter to this court with direction to reconsider the evidence already adduced before this court and pass a fresh award.

3. Before analysing the evidence the pleadings of the parties can be narrated. The averments in the claim petition are as follows: The workman joined the service of M/s. Parur Central Bank Limited on 1-6-1978 as Clerk-cum-Cashier. He was confirmed in the service w.e.f. 1-12-1978. During the period of probation he was transferred to Peringamala Branch and was posted as cashier. Peringamala was a new branch and so the Manager was over enthusiastic in canvassing deposits. So the workman is also expected to follow the procedure existed there. After joining duty at peringamala branch he was charge sheeted and suspended from service w.e.f. 18-6-1979. The main charges were that on 26-12-1978 the workman paid an amount of Rs. 2000/- as per the debit voucher from the cash credit account No. 2 of Sri. Shahul Hameed when obtaining the signature of the person to whom the payment was made, on 26-12-1978 he paid an amount of Rs. 8000/- as per withdrawal from the Savings Bank Account No. 467 of Smt. P. Rajeswari without obtaining the signature of the person to whom the amount was paid, that on 8-2-1979 he paid an amount of Rs. 3,200/- as per debit voucher from the cash account No. 1 of Sri Shahul Hameed without obtaining the signature of the person to whom the amount was paid and that the workman made false entries on the above dates in cashier's scroll showing that the amounts were paid to the account holders, fully knowing that the same were not paid to the account holders. Allegations like disobedience to lawful and reasonable orders of the management, abiding and abetting the commissions of wilful damage of the property of the bank and making illegal gain for himself and wrongful loss to the bank were also levelled against him. The workman was directed to submit his explanation within 4 days. The workman was not given a fair opportunity to peruse the concerned documents before submitting the explanation. The workman denied all the allegations contained in the charge sheet. As the explanation was found as not satisfactory a domestic enquiry was conducted on the charges. The workman was totally ignorant about the misappropriation and the then manager and his henchmen handled the entire affairs and the workman was only an instrument. The three transactions alleged in the charge were occurred within a span of 3 months from the date of his confirmation. If at all some irregularities were crept in the discharge of his duties it was due to his inexperience

and blind faith vouched on the manager. Sri.K.B. Satheesh, the Manager, Sri. Mohammed Sali Clerk and M.N. Joy, Officer of the Bank were also involved in various misappropriations and they were dismissed after an ex parte enquiry. Sri. K.B. Satheesh had remitted the entire amount with interest in the Civil Suit filed by the Bank for realisation of the amounts due to the bank as per alleged misappropriations. Sri. M.S. Kartha, Advocate was appointed as enquiry officer. The domestic enquiry was only an empty formality and violative of the principles of natural justice. On 12-8-1979 the workman submitted an application for permitting him to be defended by a lawyer in the domestic enquiry which was rejected by the management. So the workman had to face the enquiry without any assistance. The management had availed the services of the enquiry officer since there was no presenting officer. The enquiry officer had adopted a partisan approach in favour of the management and the workman was denied a fair opportunity to prove his innocence. The enquiry officer found the workman guilty of the charges alleged and the management had dismissed him w.e.f. 5-4-1980. The appeal filed by the workman was also dismissed by the Appellate Authority without assigning any valid reasons. The findings of the enquiry officer are perverse and liable to be reversed. Even on the evidence adduced before the enquiry officer the findings are not sustainable. Further the punishment is excessive and disproportionate to the charges alleged. After dismissal the workman filed a complaint before the District Labour Officer, Ernakulam on 19-6-1980. At that time the Parur Central Bank had no branches outside Kerala and so the appropriate Government as envisaged by Section 2(a) of the Industrial Disputes Act was the State Government. During the pendency of the conciliation in 1983 the Bank opened a branch outside the State. So the conciliation officer expressed doubts regarding the maintainability of the dispute and advised the workman to approach the Assistant Labour Commissioner(C). Accordingly the workman filed a complaint before the Assistant Labour Commissioner (Central) on 20-10-1984. But he declined to interfere as the conciliation proceedings were initiated by the District Labour Officer. Though the District Labour Officer transferred the file the Regional Joint Labour Commissioner's Office no further action was taken. So the workman filed O.P. 4923/90 before the Honourable High Court. The Honourable High Court directed the State Government to dispose the matter at the earliest. Accordingly the dispute was referred to this court which was numbered as I.D. 88/90. In the meantime, the Parur Central Bank was amalgamated with Bank of India on 20-2-1990. In I.D. 88/90 the management contended that the reference is not maintainable since the appropriate Government with regard to it being the Central Government and the State Government is incompetent to make the reference. So the maintainability was considered as a preliminary issue and the Labour Court found that reference is not maintainable as per order dated 30-9-1992. So the workman had to approach the Assistant Labour Commissioner (Central) by filing complaint dated 23-10-1992. Accordingly this reference was made by the Central Government. So the workman prays for passing an award

directing the management to reinstate him with full backwages, continuity in service and other consequential benefits.

4. Management filed a written statement raising the following contentions :—The workman was dismissed from service after a full pledged domestic enquiry. He was given all facilities and opportunities in the enquiry to rebut and to defend the charges levelled against him. But he could not succeed in his attempt. As the explanation given by the workman to the memo of charges was not satisfactory, an enquiry was conducted. On analysing the evidence adduced in the enquiry he was found guilty of the charges. Accepting the enquiry report the disciplinary authority dismissed him from service on 5-7-1980. The appeal preferred by the workman was also dismissed. The present reference is not maintainable since it has become stale. The workman was appointed as Clerk-cum-Cashier on probation on 6 months from 1-6-1978. Prior to that he was a clerk-cum-cashier trainee on stipend for 12 months, during which period he was working in Ezhikkara branch after undergoing a course at the training college for 2 weeks. He was transferred to Peringamala branch on 9-9-1978 and was confirmed in service on 1-12-1978. Serious acts of illegalities, irregularities, manipulation of accounts of two customers, payment against cheques without drawee's signature, absence of signature on debit vouchers and similar fraudulent acts and malpractices were revealed for the Peringamala branch during the period when the workman was working as Clerk-cum-Cashier. The workman in collusion with the manager and other members of the staff, for personal gain, committed offences punishable under the criminal laws. The action of the workman and others were injurious and detrimental to the Bank's interest. In effect the workman admitted the acts of misconduct levelled against him and his defence was "that he being an unexperienced had and that he placed implicit faith on the manager" which were not acceptable to the management. Sri. M.S. Kartha, an advocate at Trichur was appointed as the enquiry officer. The workman was given all facilities to defend his case. He fully participated in the enquiry by cross examining the management witnesses and deposing by himself. The workman was given all opportunities to present his case effectively. Enquiry was conducted by following the principles of natural justice and enquiry officer came to the conclusion that the management had succeeded in proving the misconducts alleged against the workman. On the basis of the findings in the enquiry report notice was issued to the workman by the disciplinary authority regarding proposed punishment for which the workman gave a reply. The disciplinary authority after considering the enquiry report and the reply given by the workman imposed the punishment of dismissal. Though the workman filed an appeal before the Board of Directors, being the Appellate Authority, it also ended in dismissal. According to the management the Banking Company is a sensitive institution where large amounts of financial transactions are being done. So the staff and other employees must be honest and must have integrity. So the management prays for holding that the dismissal of the workman was proper and to uphold the same. It is also

prayed that if the court is of the view that there is no valid domestic enquiry, leave for adducing fresh evidence is also included.

5. A reply statement was filed by the workman in which it is stated that the reasons for delay in making the reference are explained in the claim statement which are sufficient to condone the delay.

6. The points arise for consideration are as follows:

1. Whether the management has succeeded improving the charges alleged against the workman?
2. Whether the action of the management in dismissing the workman is justified?
3. What relief the workman is entitled?

7. Points :—As per Ext. M1(b) the charges levelled against the workman are :—

1. That on Twenty-sixth December, 1978, you paid an amount of rupees three thousand as per a debit voucher from the cash credit account No. 1 of Sri. Shahul Hammed without obtaining the signature of the person to whom payment was made especially when the said debit voucher did not contain the signature of the drawer;
2. That on Eighteenth February, 1979, you paid an amount of Rupees Three thousand two hundred as per a debit voucher from the Cash Credit Account No. 1 of Sri. Shahul Hammed without obtaining the signature of the person to whom payment was made especially when the said debit voucher did not contain the signature of the drawer;
3. That on third February, 1979, you paid an amount of Rupees Eight thousand as per a withdrawal form from the Savings Bank Account No. 467 of Smt. P. Rajeswari without obtaining the signature of the person to whom amount was paid especially when the amount was paid to somebody other than the account holder;
4. That you made false entries on the above dates in the cashiers scroll showing that the amounts were paid to the above account holders fully knowing that the same were not paid to the account holders;
5. That the above said acts of yours were in disobedience of the lawful and reasonable orders of the management and the rules of business of the bank;
6. That the above said acts and omissions of yours were to aid and abet the commission of wilful damage to the property of the Bank and its customers;
7. That the above said fraudulent and dishonest acts were committed by you for making illegal gain for yourself and wrongful loss to the Bank and its customers; and

8. That the above said acts are prejudicial to the interest of the Bank endangering its image and prestige and are also subversive of its discipline.

Workman received Ext. M1(b) on 23-6-79 and he sent Ext. M1(c) reply to the same on 13-7-79. It is evident from Ext. M1(b) that among the 8 charges alleged, 4 alone are substantive charges and 5 to 8 are incidental to the maincharges which has substance only on proof of charges 1 to 4 in Ext. M1(b). The explanation of the workman is that the payments as per 3 transactions referred in the memo have been made as was the practice till then either to parties or the manager himself or cash or credited to other parties as directed by the Manager before the concerned voucher came to the cash counter. There were many instances when confirmatory cheques used to be obtained and given subsequently. It is in such circumstances the delinquent workman could not obtain the signature of the parties to whom the payment was effected. In respect of the 4th charge it is seen stated that the entries in the cash scroll in such cases as above used to be made only when the concerned cheques or debit vouchers used to be received at the cash counter, almost at the end of the day from the Manager and that is why the entries in the cash scroll were made as done by the workman. It is further explained that because of lack of experience the workman had to follow the directions given by the manager who was an experienced officer of the bank and so if at all some irregularities were crept in the discharge of his duties it is just due to his inexperience and the result of blind faith vouched on the manager, who is superior to the workman. It has come out in evidence that the workman joined in the service as clerk-cum-cashier on 1-6-1978 and he was transferred to Peringimala Branch on 9-9-78 and was confirmed on service on 1-12-1978. As the above explanation was not satisfactory or management appoint an enquiry officer and conducted enquiry regarding the charges levelled against the delinquent employee.

8. While considering the evidence adduced before this court from the management's side it has to be referred that the alleged transactions were during the year, 1978 and 1979. MW2 detected the malpractices during inspection. MW3 and MW4 were unable to appear before court in person, they were examined through commission.

9. The first charge pertains to encashment of M1 (d) debit voucher on 26-12-1978 and payment of Rs. 2000 to MW3. The allegation is that the workman gave the amount without obtaining the signature of the person to whom payment was made, especially when the debit voucher did not contain the signature of the drawer. Ext.M1 (d) is the photo copy of the alleged debit voucher. The original of Ext.M1(d) was not produced either in the domestic enquiry or before this court. So Ext. M1(d) was marked subject to further proof and no further proof was produced by the management. The photo copy of the reverse side of Ext.M1 (d) is not seen taken and even the photo copy of the debit voucher is not seen taken separately. Under the above circumstances the allegation that the workman had not obtained the signature of the customer on the reverse side of the debit voucher, that is in the original of Ext.M1(d), cannot be found as proved. Further it is admitted that

Ext.M1(d) debit voucher was passed by the then manager by affixing the seal "pay cash" and putting his signature. The workman released the above amount as per directions of the manager by affixing the seal "cash paid" and putting his signature. The management had a further case that the payment as per the above debit voucher was not effected to the real customer, but to somebody else. It is admitted by MW2, the officer who has conducted the inspection, that it is the duty of the section clerk who deals with the S.B. Account section to verify the signature of the customer and to ascertain whether there is sufficient balance in the concerned account. It is also admitted by MW2 that there was a practice in the Bank that whenever an important customer comes to the branch he used to sit in the manager's cabin and in such cases the cashier may not get an opportunity to see such customers. It has come out in evidence that MW3 was a leading business man of the locality and he was instrumental in opening the branch at Peringimala. He was the holder of the second S.B. Account and first cash credit account in the branch. It is deposed by the workman that MW3 was an important customer of the bank and he used to sit in the manager's cabin whenever he comes for transactions and the manager used to send the instruments, being given by him, to the cashier through peon and in the absence of the peon by the manager himself and the manager himself used to verify the instrument and to make pass order. Whenever payments are being made through debit vouchers the manager used to obtain confirmatory cheques on the same day or within one or 2 days and the workman understood that such confirmatory cheques were not obtained in respect of the disputed debit voucher at the time of inspection by MW2. There was no opportunity for the workman to suspect the integrity of the Branch Manager and other members of the staff who were all natives of the locality and well experienced in the bank.

10. The second charge pertains to the encashment Ext. M1(e) debit voucher dated 18-2-1979 and payment of Rs. 3200. The nature of the above misconduct is identical as in the first charge. The amount was paid from the account of MW3. In respect of Ext. M1(c) also the only action of the workman was that he effected payment by affixing 'paid cash' seal and putting his signature. The instrument was duly passed by the manager by affixing 'pay cash' seal and putting his signature. As in the case of Ext. M1(d) the original of Ext. M1(e) was not produced either in the enquiry or before this court. Ext. M1(e) was also marked subject to proof and no further proof was produced by the management.

11. The 3rd charge pertains to encashment of Rs. 8000 on 3-2-1979 as per Ext. M1(b) withdrawal from the account of Smt. P. Rajeswari, Smt. P. Rajeswari was not examined either in the domestic enquiry or before this court. Her father, another businessman of the locality, was examined as MW4. Admittedly he was operating the account of his daughter, Smt. P. Rajeswari. The original of Ext. M1 (f) was made available in the domestic enquiry and it was noticed that the signature of the customer was available on the reverse side and on the facing sheet of Ext. M1 (f). The photo copy of Ext. M1(f) alone was produced.

before this court and the same was marked subject to proof and no further proof was produced by the management. The photo copy of the reverse side of Ext. M1(f) is not seen taken to identify the availability of signature on that side.

12. The fourth charge pertains to the anomalies in the preparation of cashier's scroll. The cashier's scroll was not produced in the domestic enquiry or before this court to prove that the scroll was not properly maintained. MW2 was silent as to the cash scroll.

13. The learned counsel for the management would argue that M1(c) explanation to M1(b) charge, the delinquent workman admitted the concerned payments as per transactions referred to in charge No. 1 to 3 must have been made as was the practice till then, either to parties or to the manager himself, in cash or credited to other parties as directed by the manager before the concerned voucher came to the cash counter and that confirmatory cheque used to be obtained and given subsequently. The full text of Ext. M1(c) read as follows:

"I submit with respect to the three transactions referred to in paragraph No. 1 to 3 of your Memo that the concerned payments must have made, as was the practice till then, either to parties or the Manager himself in cash or credited to other parties as directed by the manager before the concerned voucher came to the cash counter. There were many instances when confirmatory cheques used to be obtained and given subsequently. It is in such circumstances that I could not obtain the signature of the parties to whom the payment was effected.

With reference to para 4 of your Memo. I submit that the entries in the cash scroll in such cases as above used to be made only when the concerned cheques or debit voucher used to be received at the cash counter, almost at the end of the day from the Manager. That is why the entries in the cash scroll were made as done by me.

I submit that I had not done anything wilfully nor did I have any guilty knowledge of the fraudulent nature of the transactions. I had myself not had any dishonest intention to make any wrongful gain for myself.

I have entered in service on 20-5-1977 and undergone training till 31-5-1978. Thereafter I was working on probation till 30-11-1971. During the probation period I was posted at the Peringamala Branch which is a newly opened branch. For boosting the business of the bank I used to follow the procedures prevalent there followed by my predecessor who is an experienced hand and obeyed the directions given by the Manager. Moreover because of lack of experience I have to follow the directions given by the Manager who was an experienced officer of the Bank. If at all some irregularities were crept in the discharge of my duties it is just due to my inexperience and the result of blind faith vouched on the Manager.

I have discharged my duties to the best of my ability and sincerity to uphold the interest of the bank and its prestige. I therefore respectfully pray this explanation may be asserted and I may be exonerated from the charges levelled against me."

M1(c) does not show that the delinquent workman admitted the charges. As per Ext. M1(c) the delinquent workman denied all charges (allegations) levelled against him. In Ext. M1(c) the delinquent workman explained what actually happened in the bank. It has already been discussed earlier regarding the roll of the Branch Manager (Sri. K.B. Satheesh) of the bank and section clerk (M. Muhammed Sali) who are the actual villain in this matter and the delinquent workman is only an instrument acted as per directions of the Branch Manager and the practice followed in the branch at that time. It is pertinent to note that the delinquent workman had only a very short experience in the bank at that time and that he benefit followed the practice prevalent in the bank at that time. The learned counsel for the management also would argue that as per Ext. M1(p) the delinquent workman tendered unconditional pardon and so he had admitted all the charges levelled against him. Ext. M1(p) was submitted by the delinquent workman after the completion of the enquiry and the findings of the enquiry officer that the delinquent workman has been found guilty. The reading of Ext. M1(p) would show that what the delinquent workman has done was as per the direction of the Branch Manager who was superior to him and that too due to his inexperience. Ext. M1(p) also would show that he has filed the Ext. M1(p) explanation in order to continue in the service of the bank. Moreover, in Ext. M1(c) explanation to M1(b) memo of charges the delinquent workman specifically denied the charges levelled against him. Considering the facts and circumstances in this case I am of the view that M1(c) and M1(p) cannot be treated as admission. I am also of the view that in view of Ext. M1(c) and M1(p) it cannot be said that the management has succeeded in proving the charges levelled against the delinquent workman. It is also particular to note that the Branch Manager of the Bank Sri. K.B. Satheesh officer of the bank, Sri. M.N. Joy, Section Clerk of the Bank, Sri. M. Muhammed Sali were also charge sheeted for similar misconduct and were dismissed from service. They have not participated in the enquiry nor challenged the dismissal order before any forum. It is also particular to note that the management Bank filed a suit as OS No. 107/97 before the Sub Court, Trivandrum for realisation of the amount due to the bank as loss sustained in connection with the disputed transactions. In the suit the present workman, the Manager of the Bank (K.B. Satheesh) Clerk (M. Muhammed Sali) and officer (M.N. Joy) were made as defendants. In that suit Sri K.B. Satheesh, the then Manager of the Bank remitted the entire amount due to the bank and compromised the matter with the bank and the other defendants were removed from the party array as per the request of the Manager K.B. Satheesh. Ext. M4 is the copy of the judgment and W5 is the copy of the decree in the above suit. The conduct of the Branch Manager of the Bank and the clerk and officer of the bank would show the innocence of the delinquent workman in the matter of the alleged misconduct. The evaluation of the evidence and the circumstances in

the case would show that the delinquent workman was only a victim of the circumstances. MW2, the officer of the bank who detected the misconduct during inspection has admitted during cross examination that the malpractice commenced in the branch earlier to the transfer of the workman to Peringamala branch. It is evident from Ext. M1(a) inspection report that the earliest of the malpractice was on 22-5-1978 whereas the workman took charge in the branch only on 9-9-78. It is further admitted by MW2 during cross examination that there is no evidence to the effect that workman herein was benefited in any manner by the malpractices. Therefore it cannot be found that the management had succeeded in proving the charges in Ext. M1(b) against the delinquent workman. Therefore, the action of the management in dismissing the workman is not justified and the workman is entitled to be reinstated in service with continuity in service. I also found that the workman is entitled to get 1/5 of back wages. For calculating the back wages the pay of similarly situated employee from the date of dismissal to the date of reinstatement into service excluding the special allowances, has to be taken into account. Points are answered accordingly.

In the result, an award is passed finding that the action of the management in dismissing the workman Sri. P. S. Easanan, Clerk-cum-Cashier of the Peringamala Branch erstwhile Parur Central Bank Ltd. which was later on amalgamated with Bank of India w.e.f. 5-4-80 is not justified. The workman is entitled to be reinstated with 1/5 of the back wages and continuity in service.

This award will take effect on the expiry of one month of its publication in the Official Gazette, Government of India.

Dictated to the Confidential Assistant, transcribed and typed out by her corrected by me and passed this the 31st day of August, 2004.

Ernakulam

K.K. UTHARAN, Presiding Officer

APPENDIX

Witness examined on the side of the management :—

MW1 — Sri. M.S. Kartha.

MW2 — Sri. Divakaran Nair.

MW3 — Sri. Shahul Hameed.

Witness examined on the side of the workman :—

MW1 — Sri. P.S. Easanan.

Exhibits marked on the side of the management :—

Ext. M1 — Enquiry file.

Ext. M1(a) — Photo copy of Inspection report of Sri. P.K. Divakaran Nair in Peringamala Branch of Management Bank.

Ext. M1(b) — Copy of memo issued to the workman by the Management.

Ext. M1(c) — Letter sent by the workman to the management dated 13-7-78.

Ext. M1(d) — Photo copy of cheque dated 26-12-78.

Ext. M1(e) — Photo copy of cheque dated 18-2-79.

Ext. M1(f) — Photo copy of cheque dated 3-2-79.

Ext. M1(g) — Copy of confidential letter dated 2-5-79 by P.K. Divakaran Nair to P. S. Easanan.

Ext. M1(h) — Copy of reply by P. S. Easanan to P.K. Divakaran Nair.

Ext. M1(i) — Letter by A. Shahul Hameed dated 21-5-79.

Ext. M1(j) — Petition sent by Smt. P. Rajeswari dated 15-5-79.

Ext. M1(k) — Photo Copy of S. B. Account No. 467 of Smt. Rajeswari.

Ext. M1(l) — Photo Copy of Saving Bank Account No. 467.

Ext. M1(m) — Copy of complaint by P. S. Easanan before Assistant Labour Commissioner.

Ext. M1(n) — Copy of complaint submitted before D.L.O. Ernakulam by Sri. P. S. Easanan.

Ext. M1(o) — Deposition of P. S. Easanan in the enquiry proceedings.

Ext. M1(p) — Letter sent by P. S. Easanan to the Chairman of disciplinary authority dated 20-3-80.

Exhibits marked on the side of the workman :—

Ext. W1 — Deposition of Management side witness Sri. P. K. Divakaran Nair in the Enquiry Proceedings.

Ext. W2 — Deposition of Management side witness Sri. S. K. Gangadharan in the enquiry proceedings.

Ext. W3 — Letter sent by P. S. Easanan to the Chairman of the Parur Central Bank Limited dated 12-8-79.

Ext. W4 — Confidential letter issued to P.S. Easanan by the Chairman dated 14-8-79.

Ext. W5 — Photo copy of Judgment dated 26-11-80 in P. O. No. 120/1979 of Additional Sub Court, Trivandrum.

Ext. W6 — Photo copy decree dated 28-11-80 in O.P. No. 120/79.

नई दिल्ली, 14 अक्टूबर, 2004

का.आ. 2844.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, नई दिल्ली के पंचाट (संदर्भ संख्या 58/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2004 को प्राप्त हुआ था।

[सं० एल.-12012/296/96-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 14th October, 2004

S.O. 2844.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/97) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. II as shown in the Annexure in the Industrial Dispute between the management of Union Bank of India and their workmen, received by the Central Government on 13-10-2004.

[No. L-12012/296/1996-IR (B-1)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM- LABOUR COURT-II

R. N. RAI, Presiding officer

I. D. No. 58/97

Sh. Sukhram Singh,
C/o Gen. Secy. Union Bank of India
Employees Union, C/o Union Bank of India,
14/15-F, Connaught Place, New Delhi-110001

Versus

Union Bank of India
C/o Gen. Manager (North) Union Bank of India,
Zonal Office, Shaheed Bhagat Singh Place, Bangla
Sahib Marg, New Delhi-110001

AWARD

The Ministry of Labour by its letter No. L-12012/296/96/IR(B-II) Central Government dated 9-05-1997 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of UBI in awarding the punishment of stoppage of two annual increment with cumulative effect since 24-2-89 on Shri

Sukhram Singh Rathi is legal and justified? If not, to what relief the said workman is entitled” ?

The claimant has filed statement of claim. In the statement of claim, it has been stated that Sh. S. S. Rathi, clerk/cashier was working at Sirsa Branch (Haryana) during the relevant period. That Sh. Rathi was issued a Charge Sheet No. Co- IRD: AS: MISC: 454:88 dated 18-11-1988. That, departmental enquiry was held on various dates from 18-1-89 to 2-2-89. That an order proposing a punishment of stoppage of next two annual increments with cumulative effect which will have the effect of postponing his future increments for gross misconducts and warning for minor misconduct was passed by the enquiring authority That, a final order was passed by the enquiring authority after the personal hearings granted to Sh. S. S. Rathi. It was alleged that in 14-8-87 Sh. Rathi approached the Branch Manager at 2 PM to get his leave sanctioned for some days commencing from 17-8-87. The allegation is vague, since the number of days for which Sh. Rathi applied for leave are not mentioned. Sh. S. K. Dhawan, the Branch Manager deposed in the enquiry that Sh. Rathi approached him for granting privilege leave from 17-8-87 to 22-8-87 Sh. Dhawan further deposed that he wrote “NO” on the application itself, which was taken back by Sh. Rathi. But it was established during the enquiry that Sh. Rathi applied for only one day's leave i.e. on 17-8-87. Therefore, it was proved during the enquiry that the allegations against Sh. Rathi were due to the prejudice and bias of the branch authorities.

Sh. Rathi was sick and therefore, could not attend the office from 15-8-87 to 20-8-87 which was certified by a doctor. In the absence of any material evidence it was not proved that Sh. Rathi submitted false medical certificate in support of his leave availed during the above period.

“Further it has been observed that his behaviour with his superiors, clients etc. is very rude and he often used abusive language towards them. His performance of work has also been found to be totally unsatisfactory. Sh. Rathi is informed that in view of his slipshod work the branch is required to send duplicate authority cheques to almost all the branches. The above allegation is thoroughly vague as no specific case/incident has been mentioned. The allegation is likely to be struck down on this score alone. The allegation cannot be vague but it should be specific as otherwise it is the denial of the reasonable opportunity to the employee to rebut the allegation at the initial stage itself.

It was alleged in the memo dated 2-11-87 that when the said leave was declined by the Branch Manager due to exigencies of the bank's work and also for want of sufficient notice. Sh. Rathi started shouting and using abusive language against the Branch Manager. Here again the allegation of using abusive language is vague because the abusive language used by Sh. Rathi is not mentioned. It is an established law that by simply saying that he used

abusive language is not sufficient evidence and also it amounts to denial of reasonable opportunity to the charge sheeted employee at the initial stage itself.

The management has filed written statement. In the written statement, it has been stated that there is no dispute which exists between the union and the management and even otherwise also the order of punishment dated 24-2-89 is legal and is justified and was reasonable and the same was passed after conducting proper enquiry according to law. It is submitted that the E.O/D.A has allowed the workman to bring DR of his choice and the CSE and DR were allowed to cross-examine all the witnesses and were also given all the documents required by them and were also given time to produce evidence in defence. The enquiry was conducted according to law and all the principles of natural justice were observed and complied with by the enquiry officer and the workman was also given the copies of the proceedings of the enquiry and after passing of the initial findings the same was served on the workman and he was allowed personal hearing also before imposition of punishment and only after considering the points raised by the workman, the E.O/D.A passed the punishment order dated 24-2-89.

The charges have since been proved during the long enquiry and as explained above the enquiry was conducted according to law and all the principles of natural justice were complied with during the conduct of the enquiry and even otherwise all the plea which are now being taken were considered by the Appellate Authority and only after finding no merits in the appeal, the same was thus rejected *vide* order date. 11-11-89 and the order of punishment became final.

It is submitted that the proper enquiry has been conducted long ago and charges were found to be proved during enquiry and even thereafter all the plea now raised were the same which were raised at the time of appeal and Appellate Authority has considered the same and rejected the appeal *vide* order dated 11-11-89. Both the orders dated 24-2-89 and 11-11-89 are legal and are based on record and are justified and reasonable. It is further submitted that charges were duly proved during the enquiry in which the workman also participated and the order dated 24-2-89 is thus based on the evidence recorded during the enquiry and is based on legal evidence and is fully justified and is legal and sound.

The management has denied most of the paragraphs of the statement of claim.

The applicant has filed rejoinder. In his rejoinder, he has reiterated the averments of his statement of claim. Both the parties have led evidence and they have been cross-examined by each other. A preliminary issue regarding fairness of the enquiry has not been pressed before me. As such, the award is given considering the

oral evidence as well as documentary evidence on the entire merits of the case. It was brought to my knowledge that the workman applicant has retired three years back.

It was submitted from the side of the workman that the proper enquiry was not held against him. He approached the Manager for sanction of his leave for some days commencing from 17-08-1987. He has not mentioned any proof of dates. It is wrong to say that when leave was not granted to him, he used abusive language. Three charges were framed against him regarding his gross misconduct.

1. Doing acts prejudicial to the interest of the Bank.
2. Indecent behaviour on the premises of the bank.
3. Wilful insubordination of lawful and reasonable orders of superiors.

Two other charges were also framed regarding minor misconduct.

1. Unauthorised absence.
2. Failing to show proper consideration/courtesy towards officers and other employees of the Bank.

The enquiry was held and the charges were found established and his 2 increments were stopped with cumulative effect. It was submitted from the side of the workman that proper enquiry was not held. He was not given opportunity to defend himself and the principles of natural justice have not been followed.

It was submitted from the side of the management that the workman applicant had admitted in cross-examination that Shri Ashok Kapoor was his defence representative. His defence representative was present on the date of the enquiry. His defence representative was given full opportunity to cross-examine the management witnesses. He was allowed time by the Enquiry Officer to produce his defence witnesses. He had produced three defence witnesses. He has further admitted that the enquiry officer had given an opportunity of cross-examining the management witnesses, producing his defence witness during enquiry proceedings. He was given full opportunity of hearing. The charges framed against him were not vague. It was submitted from the side of the management that in cross-examination, the workman applicant has himself admitted that he was afforded full opportunity to cross-examine and he was also afforded opportunity to produce witnesses in his defence. As such, principles of natural justice have been followed and the enquiry is not unfair in any way. In case, an enquiry is conducted, according to the principles of natural justice and the charges are found proved, the workman applicant cannot agitate the matter that he not given full opportunity. I have gone through the proceedings of the enquiry and it is quite clear that proper opportunity has been given to the workman applicant and there is no flaw or

lacuna in the enquiry proceedings and the findings of the enquiry officer is correct. As such, the enquiry is fair and it is not liable to be set aside.

It was further submitted from the side of the management that even if the enquiry is found fair, the quantum of sentence awarded to the workman applicant are not commensurate with the misconduct committed by the workman applicant. The charges are of insubordination only. It is but natural that if a person is in urgent need of leave and the leave is not sanctioned to him, he will get offended. During enquiry, it has not been established that he used any abusive language. So his misconduct was a minor misconduct whereas he has been awarded major penalty. In the facts and circumstances of the case. I find the quantum of sentence is not proportionate to the minor misconduct of the charge sheeted employee. Major penalty is not justified in the facts and circumstances of the case. The ends of justice will be served in case his two annual increments are withheld for two years only.

The reference is replied thus:—

The action of the management of the UBI in awarding the punishment of stoppage of two annual increments with cumulative effect since 24-2-89 on Shri Sukhram Singh Rathi is neither legal and nor justified. The management is directed to stop two increments of the workman applicant without cumulative effect and for two years only. The management is further directed to pay the entire arrears of wages which accrue in view of the changed penalty to the workman applicant within one month of the publication of the award. In default, the workman applicant will be entitled to get 10% interest on the entire arrears of back wages from the date when the same became due.

The award is given accordingly.

Date. 11-10-2004

R. N. RAI, Presiding Officer